

EXHIBIT B

In The Matter Of:
DR. KAMIAR ALAEI v.
STATE UNIVERSITY OF NEW YORK, et al.

BRUCE SZELEST
April 12, 2021

COVERING ALL UPSTATE NEW YORK

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Min-U-Script® with Word Index

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1 STATE OF NEW YORK

2 COURT OF CLAIMS

3 -----:

4 In the Matter of the Claim by

5 DR. KAMIAR ALAEI,

6 Claimant,

7
8 - Against -

Claim Number:

9 132554

10 STATE UNIVERSITY OF NEW YORK,

11 STATE UNIVERSITY OF NEW YORK AT ALBANY,

12 and THE STATE OF NEW YORK,

13 Respondents.

14 -----:

15 DEPOSITION of: BRUCE SZELEST

16 (Respondent Agent)

17
18 Monday, April 12, 2021

19 10:03 a.m. - 12:45 p.m.

20
21
22 HELD: Via Zoom Video Conferencing

23
24 Reported by: Deborah M. McByrne

BRUCE SZELEST

2

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2
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20
21 ALSO PRESENT:

22 Dr. Kamiar Alaei

BRUCE SZELEST

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1 S T I P U L A T I O N S

2
3 IT IS HEREBY STIPULATED, by and between the
4 attorneys hereto, that:

5 All rights provided by the C.P.L.R, and
6 Part 221 of the Uniform Rules for the Conduct of
7 Depositions, including the right to object to any
8 question, except as to form, or to move to strike
9 any testimony at this examination is reserved; and
10 in addition, the failure to object to any question
or to move to strike any testimony at this
examination shall not be a bar or waiver to make
such motion at, and is reserved to, the trial of
this action.

11 This deposition may be sworn to by the
12 witness being examined before a Notary Public other
13 than the Notary Public before whom this examination
14 was begun, but the failure to do so or to return the
original of this deposition to counsel, shall not be
deemed a waiver of the rights provided by Rule 3116
of the C.P.L.R, and shall be controlled thereby.

15
16 The filing of the original of this
17 deposition is waived.

18 IT IS FURTHER STIPULATED, that a copy of
19 this examination shall be furnished to the attorney
for the witness being examined without charge.
20
21
22
23
24
25

BRUCE SZELEST

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1 BRUCE SZELEST,
2 was called as a witness, and having been first
3 duly sworn, was examined and testified as
4 follows:

5 EXAMINATION BY

6 MR. CASTIGLIONE:

7 Q. Good morning. My name is Joe Castiglione. I'm an
8 attorney in the with the law firm of Young Sommer.
9 We represents Dr. Kamiar Alaei in a lawsuit
10 concerning the State of New York in the New York
11 State Court of Claims. You're here as a possible
12 witness concerning Dr. Alaei's claims, concerning
13 his appointment while with SUNY Albany.

14 And just for reference, if I say SUNY
15 Albany or the University, I'm referring to the State
16 University of New York at Albany; is that clear?

17 A. Umm-hmm, yes.

18 Q. Okay. I'm going to ask you some questions today to
19 probe your knowledge and find out maybe what
20 information you have and don't have, to see what
21 information you might have of documents that we'll
22 go through.

23 If you could please answer the
24 questions as presented. If an objection is made by
25 your counsel, that's for purposes of just preserving

BRUCE SZELEST

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1 the record. You have to answer the question unless
2 otherwise specifically directed not to answer by
3 your counsel.

4 The stenographer is here to swear you
5 under oath, to create a transcript of the deposition
6 today and what we're discussing. For purposes of
7 maintaining an accurate record, please let me ask
8 you the full question first before you answer. When
9 I'm done, you can then answer. She just simply
10 can't type us both talking at the same time.

11 Everything is on the record unless we
12 otherwise both agree to go off the record. If I ask
13 you a question, please respond to the best of your
14 ability. If you don't understand the question as
15 presented, let me know and I'll try to rephrase. We
16 can take a break if you need to talk to your counsel
17 or bathroom or anything like that, just let us know,
18 that's no problem. But if a question has been posed
19 to you, you have to first answer the question before
20 we go on break or before you speak with your
21 counsel.

22 Is there any reason today that you are
23 not able to respond truthfully or accurately to the
24 best of your ability to questions presented?

25 A. No.

BRUCE SZELEST

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1 Q. Okay. And I'm sorry, can you state your name again
2 for the record?

3 A. Bruce Szelest.

4 Q. And Mr. Szelest, did you review any documents today
5 in review of your deposition?

6 A. I did.

7 Q. Can you tell me what you reviewed?

8 A. A recommendation from University Counsel John Reilly
9 to me about these matters from April 10, 2018.

10 Q. Did you review any other documents?

11 A. No.

12 Q. Okay. Other than your legal counsel, did you have
13 any conversations with anybody in anticipation of
14 today's deposition?

15 A. No.

16 Q. Can you explain to me your current -- if you're --
17 strike that.

18 Are you currently employed?

19 A. I am.

20 Q. Explain to me what your current employment position
21 is.

22 A. I am Chief of Staff to the President at the
23 University at Albany.

24 Q. And how long have you held that position?

25 A. For five years, I believe.

BRUCE SZELEST

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1 Q. So that would include the years 2017 and 2018?

2 A. Yes.

3 Q. Can you explain to me what your job responsibilities
4 are as Chief of Staff to the President of SUNY
5 Albany?

6 A. I help coordinate with the vice presidents on their
7 priorities that are aligned with the campus'
8 strategic priorities and strategic plan. And I am
9 the primary liaison between the various vice
10 presidents, as well as tracking major University
11 initiatives and making sure that they are
12 accomplished and pursued.

13 Q. Okay.

14 A. I also administer the -- kind of the administrative
15 -- run the administrative functions of the office of
16 the President, which involves supervising staff,
17 managing the budget and such.

18 Q. Okay. Were those employment responsibilities
19 essentially the same in 2017 and 2018?

20 A. Yes, sir.

21 Q. Have you ever been deposed before?

22 A. I have not.

23 Q. I'm going to be showing you what was previously
24 identified as Plaintiff's -- excuse me, Claimant's
25 Exhibit A-1. If I can share screen here.

BRUCE SZELEST

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1 I'm showing you what's been previously
2 identified as Claimant's Exhibit A-1. If you could
3 just take a look at this letter and I'll just scroll
4 through it first, its entirety, and then go slowly
5 through.

6 Are you familiar with this document
7 identified as Claimant's Exhibit A-1, which is a
8 letter from SUNY Albany dated February 8, 2018, to
9 Dr. Alaei?

10 A. I remember seeing this, so I did look at some
11 materials several weeks ago, but I did not look at
12 other materials today in preparation for this. So I
13 have seen this previously, I believe.

14 Q. And do you recall a time where SUNY Albany had
15 placed Dr. Kamiar Alaei on alternative assignment?

16 A. Yes.

17 Q. When did you first learn of the grounds for SUNY
18 Albany to conduct the disciplinary investigation
19 concerning Dr. Alaei as identified in this
20 February 8, 2018 letter?

21 A. I would have no idea. Probably weeks or prior to
22 this memo, I would assume.

23 Q. Okay. So sometimes -- sometime before this
24 February 8, 2018 letter?

25 A. Yes.

BRUCE SZELEST

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1 Q. Do you recall what the grounds were that were raised
2 as the basis for this disciplinary investigation
3 concerning Dr. Alaei?

4 A. There were allegations of sexual harassment and then
5 in the conduct of that or, coincidentally, potential
6 administrative issues that were unearthed or came to
7 light that led to questions about the administration
8 of the institute. I think those are the two primary
9 things.

10 Q. Okay. When you say "allegations of sexual
11 harassment," was it from one individual or more than
12 one individual?

13 A. I could not say.

14 Q. This letter, this Claimant's Exhibit A-1, February
15 8, 2018 letter is from the Office of Human Resource
16 Management, specifically Randy Stark. Was
17 offices -- Was the Office of Human Resources
18 Management or OHRM charged with primary
19 responsibility for conducting the investigation?

20 A. I do not know the answer to that. I don't know the
21 answer to that.

22 Q. Okay. Do you know if the investigation reflected in
23 this February 8, 2018 letter from SUNY Albany,
24 Claimant's Exhibit A-1, was part of an investigation
25 which may have also included the Title IX office at

BRUCE SZELEST

10

1 SUNY Albany?

2 A. I would assume so. I don't think Human Resources
3 would investigate sexual harassment. That would be
4 the Title IX office.

5 Q. Okay. Do you recall if it was, basically, a joint
6 investigation between Office of Human Resource
7 Management and Title IX?

8 A. I do not.

9 Q. Did you participate -- and when I refer to
10 investigation, I'm referring to just the
11 investigations at issue in this letter concerning
12 Dr. Alaei after February 8, 2018. Did you
13 participate in that investigation?

14 A. No.

15 Q. No? Do you know who participated in that
16 investigation?

17 A. I think it was led by Chantelle Cleary. And if
18 there were things on the human resources side, in
19 terms of supervisory responsibility and execution of
20 one's official duties, that would be Randy Stark.

21 Q. Do you know who was overseeing the investigation by
22 Mr. Stark and Ms. Cleary?

23 A. No.

24 Q. Okay. Was the President's office overseeing the
25 investigation at any time?

BRUCE SZELEST

11

1 A. What do you mean by "overseeing the investigation"?

2 Q. So were people from Human Resource Management and/or
3 Title IX reporting to the President's office as time
4 passed about the investigation?

5 A. No.

6 Q. No? Okay. So the President's office had no
7 involvement with the investigation over time?

8 A. Correct.

9 Q. Do you know who was charged with the ultimate
10 decision about whether or not Dr. Alaei had violated
11 any SUNY Albany policies to justify closing
12 discipline pursuant to this February 8, 2018,
13 letter?

14 A. I would think Randy Stark, because the disciplinary
15 process is brought in by Human Resources --

16 Q. Okay.

17 A. -- under University contract, to my knowledge.

18 Q. Do you know who was involved in making decisions
19 concerning Dr. Alaei's employment after February 8,
20 2018?

21 A. I believe there were -- ultimately, the President
22 makes that final decision. And University Counsel
23 made recommendation, or outlined possible paths of
24 action.

25 Q. Do you recall when the investigation concerning

BRUCE SZELEST

12

1 Dr. Alaei concluded?

2 A. In a general sense.

3 Q. Is it fair to say in or about August 2018?

4 A. I don't recall.

5 Q. You don't recall? That's fine.

6 Do you recall what the conclusion was
7 as a result of conducting the investigation
8 concerning Dr. Alaei?

9 A. I -- The result of the investigation?

10 Q. Yeah. Well, what the conclusion was. They
11 conducted an investigation. What did the people
12 conducting the investigation ultimately conclude
13 regarding the merit of the allegations being
14 investigated?

15 A. I think there were -- it could not be substantiated
16 that there was sexual harassment, given the folks
17 that were interviewed or available to them. And I
18 believe there was no financial malfeasance uncovered
19 at that time.

20 Q. Do you recall if there was any conclusion regarding
21 whether or not to impose discipline concerning
22 Dr. Alaei?

23 A. I do not. I think that was -- that's a good
24 question. I don't recollect.

25 Q. Are you aware of any efforts or do you recall any

BRUCE SZELEST

13

1 efforts to non-renew Dr. Alaei's employment in or
2 about the spring of 2018?

3 A. So that would be after this letter?

4 Q. Yes, that would be, let's say, starting in March or
5 April 2018?

6 A. I think the -- a decision was made to non-renew
7 Dr. Alaei.

8 Q. Were you involved in the determination to non-renew
9 Dr. Alaei?

10 A. What do you mean by "determination"?

11 Q. I'll get to that later. That's fine.

12 A. I have no determinative authority in the matter.

13 Q. Okay. Let me ask you this: Do you recall there
14 ultimately being a determination to non-renew
15 Dr. Alaei?

16 A. Yes.

17 Q. Did you participate in any discussions or provide
18 any input concerning the ultimate determination not
19 to renew Dr. Alaei?

20 A. Yes.

21 Q. What extent did you involve -- What extent were you
22 involved in that determination or provide input?

23 A. There was discussion of whether Dr. Alaei was
24 entitled to two years compensation or one year of
25 compensation. And my read of his appointment letter

BRUCE SZELEST

14

1 was that that was at the discretion of the
2 University, and I had advised to the President that
3 we should seek to exercise the one-year
4 compensation.

5 Q. Okay. Do you recall a time when SUNY Albany
6 ultimately determined to terminate Dr. Alaei's
7 employment on or about August 10, 2018?

8 A. I don't know the date, but at some point, I believe
9 we did effect paperwork to that effect.

10 Q. And if I could just refer you to what's been
11 previously identify as Claimant's Exhibit B-8?

12 It's not opening.

13 I'm showing you what's been previously
14 identified as Claimant's Exhibit B-8. Do you recall
15 this document, which is a letter dated August 10,
16 2018, to Dr. Alaei?

17 A. Yes, I have seen that before.

18 Q. Okay. And is this the letter that effected the
19 termination of Dr. Alaei's remaining appointment?

20 A. I see a date on there, August 9, 2018, so I assume
21 so.

22 Q. Well, is this the letter, as you recall, that
23 advised Dr. Alaei he was being terminated or his
24 appointment was being terminated effected August 9,
25 2018?

BRUCE SZELEST

15

1 A. Yes.

2 Q. Were you involved or did you provide any input in
3 that determined -- strike that.

4 Do you know who was involved in making
5 the determination to terminate Dr. Alaei's
6 appointment effective August 10, 2018?

7 A. I believe the Provost at the time, Randy Stark,
8 made -- University Counsel, made recommendations to
9 the President, I would think, or let him know that
10 this was the path that we were going down as an
11 institute.

12 Q. Do you recall -- or strike that.

13 Did you have any input regarding that
14 determination?

15 A. Not -- no.

16 Q. Okay. Do you recall why Dr. Alaei's appointment was
17 terminated effective August 10, 2018?

18 A. I think that the situation, given the sexual
19 harassment allegations and the institute was being
20 run in a -- I would say in a silo way, where they
21 were pretty much off on their own, I think the
22 determination was to close down the institute. The
23 institute also had an advisory board that, best we
24 could tell, did not have any bylaws or charge to it,
25 so it was kind of not a -- not a streamline

BRUCE SZELEST

16

1 bureaucratic administrative operation, if you will.

2 Q. Do you recall if Dr. Alaei's appointment was for
3 other work besides being director of GIHHR? And
4 just for -- to be clear, when I reference that --
5 Just to be clear when I say "GIHHR," I'm referring
6 to the Global Institute on Health and Human
7 Resources.

8 A. Correct, yes.

9 Q. Okay.

10 A. I'm not sure. I know -- I think he taught a course
11 or two and might have had an affiliated appointment
12 with our School of Public Health. I say affiliated
13 to mean it's kind of in name only; they don't
14 necessarily provide compensation. But there is a
15 professional affiliation with the school, given the
16 area of work.

17 Q. Okay. If I can refer you back to what had been
18 identified as Claimant's Exhibit A-1. Do you know
19 who determined to start the disciplinary
20 investigation identified in Claimant's Exhibit A-1?

21 A. No.

22 Q. The Claimant's Exhibit A-1 refers to an agreement
23 between the State of New York and United University
24 Professions. At the time, do you know what -- did
25 you know what that was referring to?

BRUCE SZELEST

17

1 A. I just -- from past interactions with Human
2 Resources, there are certain procedural steps that
3 the University can or cannot take pursuant to a
4 collective bargaining agreement with the United
5 University Professions. And whatever was done would
6 have to be in lock step with what was allowable or
7 not with that contract.

8 Q. Okay. And if can I refer you to what had been
9 previously identified as Claimant's Exhibit K. Is
10 this the agreement we were just referring to as --
11 and I know I'm only showing you the cover page, but.

12 A. Yes.

13 Q. So if -- When I refer to the UUP agreement, going
14 forward, I'm referring to the agreement between
15 United University Professions and the State of New
16 York that was in place during 2018.

17 A. Correct.

18 Q. Okay. Do you know who was charged with making sure
19 that the disciplinary investigation at issue in
20 Claimant's Exhibit A-1, which I will go back to, was
21 performed in accordance with Dr. Alaei's rights
22 under the UUP agreement?

23 A. I would assume that would -- or I would expect
24 Randy Stark to discharge those responsibilities.

25 Q. Okay. At this time, in February 8, 2018, had you

BRUCE SZELEST

18

1 been involved in any disciplinary investigations
2 before this?

3 A. No.

4 Q. Had you been involved in any Title IX investigations
5 at this point?

6 A. No.

7 Q. What about since February 8, 2018?

8 A. No.

9 Q. And same answer for disciplinary investigations
10 since February 8, 2018?

11 A. Correct.

12 Q. In this February 8, 2018 alternate assignment
13 letter, Claimant's Exhibit A-1, it notes, in part,
14 that Dr. Alaei had no obligation, or there was
15 nothing to warrant his presence on University
16 facilities.

17 Do you know who decided that Dr. Alaei
18 was not to be allowed or have any presence at
19 University facilities?

20 A. No.

21 Q. Do you know if that's common in these types of
22 matters?

23 A. I believe it is.

24 Q. Okay. And if I can refer you to what's been
25 previously identified as Claimant's Exhibit A-1?

BRUCE SZELEST

19

1 This is an e-mail identified
2 as -- dated February 8, 2018, concerning KA
3 alternate assignment letter, it's from
4 Brian Selchick S-E-L-C-H-I-C-K.

5 In this e-mail, Mr. Selchick refers to
6 Dr. Alaei having his -- being relieved of his card
7 access and keys. Do you know why Dr. Alaei had his
8 card access and keys removed?

9 A. No.

10 Q. Was that a direction from the President's office to
11 Office of Human Resource Management?

12 A. Not to my knowledge.

13 Q. This e-mail also refers to Dr. Alaei being relieved
14 of e-mail access. Do you know made that
15 determination?

16 A. No.

17 Q. Was that a directive from the President's office, as
18 far as you're aware, to Office of Human Resource
19 Management?

20 A. Not to my recollection.

21 Q. Do you know if that's typical in these types of
22 alternative assignment matters?

23 A. I would think that it would be.

24 Q. Are you aware if the President was aware of these
25 issues about Dr. Alaei being prohibited from

BRUCE SZELEST

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1 accessing school facilities, Dr. Alaei having his
2 card and keys removed and Dr. Alaei not being able
3 to have e-mail access before these actions were
4 undertaken by University staff?

5 A. I would -- if I knew about it, then he would know
6 about it.

7 Q. Okay. Did you know about it?

8 A. I understood what was going to happen, yes.

9 Q. But you don't recall who made the decisions to do
10 those actions?

11 A. Correct.

12 Q. Do you know if there's any basis in the UUP
13 agreement to remove access keys or e-mail access
14 during alternative assignment?

15 A. I don't know the answer to that.

16 Q. If I can refer you to what had been identified as
17 Claimant's Exhibit A-3. I'm going to scroll down to
18 the e-mail at issue. Actually, Claimant's Exhibit
19 A-3 is a chain of e-mails. The first one is dated
20 February 8, 2018, from a Kristin Marshall,
21 M-A-R-S-H-A-L-L. It appears that you are identified
22 as a recipient.

23 The second e-mail is from
24 Harvey Charles, dated February 8, 2018, and it also
25 appears that you are a recipient.

BRUCE SZELEST

21

1 The third e-mail is an e-mail from
2 Kristin Marshall, dated February 8, 2018, which,
3 again, you were a recipient.

4 There is also, then, an e-mail from
5 Karl Rethemeyer, R-E-T-H-E-M-E-Y-E-R, dated
6 February 8, 2018, and it appears that you were also
7 a recipient on that.

8 In this e-mail from Mr. Rethemeyer, if
9 you just take a look, he's referring to the GIHHR
10 website and then states: "We will also need to
11 change all references to KA."

12 Do you know why that was needed to
13 change all the references to Dr. Alaei at this point
14 in time on the GIHHR website?

15 A. I don't, but I assume if this was during his
16 reassignment, then we would not want people to
17 contact him to conduct business of the center or the
18 institute if he was not the director of the
19 institute at the time.

20 Q. Do you know if it's typical to remove an employee's
21 references on a SUNY maintained website during
22 alternative assignment? And I could re-ask the
23 question there, if you need to.

24 A. Yeah, if you could please.

25 Q. Sure.

BRUCE SZELEST

22

1 Do you know if it's typical on
2 alternative assignment for SUNY to remove references
3 or to change references to the employee's
4 information?

5 A. I do not.

6 Q. Okay. Do you know if the President was aware of
7 this decision or proposed course of action before it
8 was made?

9 A. I don't know for certain, but again, if I knew it,
10 then the President probably knew it, even though we
11 were not involved in the -- you know, to make that
12 final determination.

13 Q. So the President would not have been involved in the
14 final determination about changing references to
15 Dr. Alaei on the GIHHR website?

16 A. I don't think so.

17 Q. Okay. If I can refer you to what had been
18 previously identified as Claimant's Exhibit A-4.
19 Claimant's Exhibit A-4 is an e-mail from
20 Harvey Charles to a number of other individuals,
21 dated February 8, 2018. The subject is invitation
22 to a GIHHR-wide meeting Friday, 2/9. If you can
23 take a look at this e-mail.

24 Do you recall reading this e-mail at
25 the time in February 2018?

BRUCE SZELEST

23

1 A. No, but I was aware of the meeting that was being
2 proposed.

3 Q. Okay. Did the President's office approve holding
4 the meeting before it was held?

5 A. I don't think we were asked to approve.

6 Q. Okay. Do you know why this e-mail -- strike that.
7 Do you know why this meeting was
8 decided to be held?

9 A. Depends on -- So can you scroll up to the date up
10 top, please?

11 Q. Sure.

12 A. So this is the day after the non-renewal was
13 effected?

14 Q. This is February 8, 2018. This was the day the
15 alternative assignment letter was issued. And it's
16 referring to a meeting on the next day, which would
17 be Friday, 2/9?

18 A. So I recollect that this was to explain to the staff
19 and students of the GIHHR that Dr. Alaei was on
20 alternative assignment and how they should conduct
21 their business during that time.

22 Q. Do you -- Sorry, go ahead.

23 A. No, that is my recollection of the purpose of that
24 e-mail and the -- for the meeting.

25 Q. Okay. Do you recall -- or strike that.

BRUCE SZELEST

24

1 Did you attend that meeting?

2 A. No, I did not.

3 Q. Do you know what was generally said at that meeting?

4 A. I do not.

5 Q. Okay. Do you know if the President was aware of
6 what was said or the conduct of the meeting?

7 A. Not about the details, no.

8 Q. Okay. If I can show you what had been previously
9 identified as Claimant's Exhibit G?

10 Claimant's Exhibit G is two e-mails.
11 It's -- The first is an e-mail from a K. Williams to
12 a James Stellar, dated February 14, 2018. It
13 states: "I am forwarding, with permission from the
14 author, this e-mail to you. This student expresses
15 several concerns that I have also heard and sensed
16 from GIHHR Board Members to Harvey's e-mail. This
17 student has been around since before GIHHR
18 began - she was involved in the initial
19 grant... that provided higher education
20 opportunities for politically-at-risk students. She
21 and others are not happy with how this is being
22 handled. I think you should know of their
23 concerns."

24 And then refers to a second e-mail
25 from a person who I'll identify as student, dated

BRUCE SZELEST

25

1 February 14, 2018, to Dr. Williams, and then there
2 is an e-mail from this student.

3 Do you recall ever receiving this
4 e-mail or being told about this e-mail from
5 Dr. Williams to James Stellar?

6 A. No.

7 Q. In this e-mail -- and I'll go through so you can
8 read, but I'm referring to this second paragraph on
9 what's identified as page 1 of Claimant's Exhibit G.
10 This paragraph says: "I'm sending this e-mail as
11 I'm very concerned about another matter and I was
12 wondering if I can share it with you. On Friday, I
13 attended a meeting organized by the leadership of
14 the University to discuss the leadership of the
15 GIHHR. I was quite shocked about what I heard at
16 the meeting. I could not believe my ears and eyes.
17 The dynamic of the session was rather bizarre. I
18 totally understand that for a high-rank person like
19 Dr. Alaei, issues may emerge that may require
20 further scrutiny on the side of the University and I
21 would certainly appreciate it, but the meeting was
22 organized in a manner that implied the decision had
23 been made through a very short process that, by the
24 way, could not be transparently discussed with other
25 members of this community. This dynamic did not

BRUCE SZELEST

26

1 seem to be fair to me as a citizen of the
2 University."

3 In this first paragraph on page two
4 starting with "obviously." The student then adds,
5 "Obviously, Dr. Alaei was not allowed in the
6 meeting. He was not able to defend himself
7 vis-à-vis the accusations that were vaguely and
8 implicitly projected here and there."

9 The student then continues at the end
10 of that paragraph: "I certainly have not been
11 feeling safe at the University since after the
12 meeting that I attended on Friday."

13 Generally speaking, were you
14 previously aware of concerns raised by students or
15 issues raised by students regarding the conduct of
16 that meeting on February 9, 2018 by SUNY personnel?

17 A. No.

18 Q. This e-mail continues with a final paragraph on the
19 third page, it says: "I am so sorry for bothering
20 you with this long and rather emotional e-mail, but
21 the Friday meeting was quite similar to the travel
22 banned meeting in the manner it was organized. One
23 could feel a very strong, yet implicit, cultural and
24 racial dynamic in place. The current dynamic of the
25 U.S. is strongly to the disadvantage of the minority

BRUCE SZELEST

27

1 communities, especially those who are citizens of
2 the so-called profaned countries. We are hoping
3 that this prestigious and inclusive institution does
4 not replicate the political climate. We certainly
5 hope."

6 Were you aware of concerns or issues
7 being raised by students or attendees concerning
8 concerns with cultural and racial dynamics in place
9 by the people conducting this meeting?

10 A. No.

11 Q. Do you know if anyone else communicated these types
12 of concerns to SUNY Albany?

13 A. Not to my knowledge.

14 Q. Do you know there were any steps taken by SUNY
15 personnel to address concerns of racism as part of
16 the conduct of the investigation concerning
17 Dr. Alaei?

18 MR. ROTONDI: Object to the form of
19 the question.

20 Q. You can still answer.

21 A. No.

22 Q. Do you know if anyone at SUNY Albany talked to
23 anyone conducting the investigation about these
24 concerns about cultural and racial dynamics in
25 dealing with the investigation, itself?

BRUCE SZELEST

28

1 A. No.

2 Q. Are you aware of a person at the time who was
3 interviewed named Elizabeth Grey?

4 A. Yes.

5 Q. Are you aware of whether or not Ms. Grey had raised
6 concerns that some of the issues being raised
7 concerning Dr. Alaei that were the basis of the
8 investigation may have been cultural differences?

9 A. No.

10 Q. Do you know if anybody took any action to address
11 that issue being raised by Ms. Grey?

12 A. I do not.

13 Q. Okay. So you don't know if anybody spoke to the
14 people conducting the investigation concerning
15 Dr. Alaei as to whether or not they should, you
16 know, take certain steps to address those types of
17 concerns?

18 A. I do not.

19 Q. Okay. If I can refer you to what's been previously
20 identified as Claimant's Exhibit A-6.

21 Claimant's Exhibit A-6 is a series of
22 e-mails, with the first e-mail being dated
23 February 9, 2018, from Brian Selchick to other
24 individuals. And then there being an e-mail from
25 Harvey Charles, dated February 8, 2018, to a number

BRUCE SZELEST

29

1 of individuals; an e-mail from James Dias, dated
2 February 8, 2018, to several individuals; an e-mail
3 between James Dias and Dr. Alaei concerning -- or
4 dated February 8, 2018. It's regarding sn
5 invitation to speak at Los Alamos National
6 Laboratory in June 2018.

7 I'll scroll down. There's additional
8 e-mails from Dr. Alaei and an individual named
9 John Ventura, all dated February 2018. Apparently,
10 Dr. Alaei was asked to sit on a panel with the North
11 Korean refugee and the U.S. Ambassador to the U.N.,
12 Nikki Haley, to discuss his experience while being
13 in prison in Iran.

14 I'm going to scroll up now to this
15 e-mail from Mr. Selchick, dated February 9, 2018,
16 the first document in Plaintiff's -- or Claimant's
17 Exhibit A-6.

18 Mr. Selchick states, basically, that
19 Dr. Alaei can participate in such a panel as a
20 private citizen and not as a representative of the
21 University. Were you aware of Office of Human
22 Resource Management making the determination that
23 Dr. Alaei could only participate in these types of
24 speaking events as a private citizen and not as a
25 representative of the University?

BRUCE SZELEST

30

1 A. I think I was. Yes, I think I was.

2 Q. Okay. Do you know if any concerns were raised about
3 whether Dr. Alaei, if he did participate and
4 identified himself as an employee of SUNY Albany,
5 that there would be some sort of harm to SUNY
6 Albany?

7 A. I believe at this time Dr. Alaei was either on
8 alternative assignment or the non-renewal had been
9 effected. And so, therefore, Dr. Alaei would not be
10 representing the University.

11 Q. If Dr. Alaei was still on alternative assignment at
12 this matter, is there grounds in the UUP, as far as
13 you're aware of the UUP agreement, that a person on
14 alternative assignment cannot identify their
15 affiliation or employment with the University as
16 part of private speaking events?

17 A. I do not know the answer to that.

18 Q. Okay. Do you know if the President directed that
19 Dr. Alaei not be allowed to identify himself as
20 employed or affiliated with SUNY Albany as part of
21 the speaking engagements if he engaged in any of
22 these engagements?

23 A. Not to my knowledge.

24 Q. Okay. I'm going to refer you to what's been
25 previously identified as Claimant's Exhibit A-7.

BRUCE SZELEST

31

1 Claimant's Exhibit A-7, I'm referring to an e-mail
2 from Harvey Charles, dated February 9, 2018, sent at
3 6:59 p.m. to a number of individuals. The subject
4 is GIHHR. It looks like you are a recipient on
5 that, Mr. Szelest. If you could just take a look at
6 this e-mail?

7 Mr. Szelest, do you have any
8 recollection of this e-mail?

9 A. Yes.

10 Q. Did you have any input on the content of this e-mail
11 before it was sent?

12 A. I don't think so.

13 Q. Do you know if the President had any input on the
14 content of this e-mail before it was sent?

15 A. I do not know.

16 Q. Do you know if there was any -- strike that.

17 Do you know why this e-mail was
18 drafted and sent to these individuals?

19 A. What is the date on that?

20 Q. February 9, 2018.

21 A. Then that was after alternative assignment or
22 non-renewal?

23 Q. The alternative assignment was sent by a letter
24 dated February 8, 2018, so the day before?

25 A. And your question to me is: Why was this letter

BRUCE SZELEST

32

1 sent?

2 Q. Yes.

3 A. I believe to establish what the leadership of the
4 institute was during a time when the existing
5 director was placed on alternative assignment.

6 Q. Do you know if there was any discussion by SUNY
7 personnel before this e-mail was sent out as to
8 whether it may have violated Dr. Alaei's rights
9 under the UUP agreement?

10 A. I do not know. I would assume that whatever was
11 done, was done in consultation with Human Resources,
12 who would be, I think, responsible for ensuring that
13 the University stayed in congruence with the UUP
14 contract, at least that would be my expectation.

15 Q. Do you know if there was any discussion beforehand
16 by SUNY personnel whether this e-mail might wrongly
17 imply that Dr. Alaei had done something wrong?

18 A. I don't know the answer. I -- By "SUNY," you mean
19 University at Albany staff?

20 Q. Yes, I'm sorry, SUNY Albany staff.

21 A. That's fine.

22 I don't know the answer to that.

23 Q. Do you know if the President approved this e-mail
24 before it was sent?

25 A. I do not, no.

BRUCE SZELEST

33

1 Q. Okay. Do you know who decided or made the decision,
2 the final decision, to appoint these two individuals
3 as interim co-directors as represented in this
4 e-mail?

5 A. I -- Final determination likely would have been
6 Provost Stellar, I think.

7 Q. Do you know if the President had any approval -- or
8 strike that.

9 Do you know if the President had to
10 approve that before they were formally appointed as
11 interim co-directors?

12 A. I do not think so.

13 Q. If I can refer you to what had been identified as
14 Claimant's Exhibit A-11?

15 A. It might have been Dean Rethemeyer who made the
16 final recommendation. I'm just a little foggy on
17 whether GIHHR reports to the Rockefeller Dean or to
18 the Provost or to the Vice President for research.
19 Whichever one of those parties that's institute
20 effectively reports to would have been responsible
21 for the final determination on who the interim
22 directors would be, if that helps.

23 Q. Okay. If I can refer you to Claimant's Exhibit
24 A-11. And Claimant's Exhibit A-11, I'm referring to
25 an e-mail from James Stellar to you, Mr. Szelest,

BRUCE SZELEST

34

1 dated February 22, 2018, and others. If you could
2 take a look at this e-mail.

3 Do you recall receiving this e-mail?

4 A. Not really, but I see my name on it.

5 Q. Okay. In this e-mail, Mr. Stellar refers to: "We
6 may not need to set up a meeting of or with the new
7 directors."

8 What was Mr. Stellar's responsibility
9 at the time as to GIHHR and Dr. Alaei, if you know?

10 A. I'm not sure. As Provost, Dr. Stellar's
11 responsibility encompassed all things academic.

12 Q. Okay. Do you know if there was a determination by
13 SUNY Albany at this point that Dr. Alaei had been
14 removed as director of GIHHR?

15 A. I'm not sure about the question. Is this during the
16 time that he was on alternative assignment?

17 Q. Yes, he would still be on alternative assignment at
18 this point.

19 A. And there were interim directors appointed?

20 Q. Per to the last e-mail, as far as I can tell.

21 A. So that's the situation then.

22 Q. My question is, though: Do you know if there was a
23 determination by SUNY that Dr. Alaei had been
24 removed as director? So is that yes?

25 A. It sounds to me like during the alternative

BRUCE SZELEST

35

1 assignment, he was effectively removed as director
2 and new directors were put in place.

3 Q. Okay. Are you familiar with the two individuals
4 that were appointed as these interim directors or
5 new directors?

6 A. I know of them and their work. I know them, yes.

7 Q. Okay. Do you know the race of these two women?

8 A. Yes.

9 Q. What is it?

10 A. Gina is a white female and Dina is a female -- I
11 think she's international by origin, and I'm not
12 sure if that international origin would classify her
13 as potentially Asian or not or white.

14 Q. Okay. And they're both females, obviously, or
15 identify as females?

16 A. Yes.

17 Q. Do you know if, at the time, these two individuals
18 had higher quality professional credentials for
19 running GIHHR than Dr. Alaei had, as far as you're
20 aware?

21 A. I am not equipped to answer that question.

22 Q. So you don't know?

23 A. I do not know.

24 Q. Okay. Do you know why Mr. Stellar was communicating
25 with you about this issue here as reflected in

BRUCE SZELEST

36

1 Claimant's Exhibit A-11?

2 A. Could you scroll down? Is that the end of the
3 e-mail?

4 Q. Yes, this is the only e-mail we have for this.

5 A. I would assume --

6 Q. He might have been referring to he -- well, part of
7 an earlier e-mail from Jordan Carleo-Evangelist, but
8 my question was: Do you recall why Mr. Stellar was
9 communicating with you regarding updates on GIHHR as
10 of February 22, 2018?

11 A. Yeah, this may be in reference -- or due to
12 interactions with the Advisory Board at the time,
13 and so some of those folks are high-powered
14 nationally, internationally-prominent individuals.
15 And so anything that could go back and forth that
16 could potentially injure the reputation of the
17 University or whatnot, I could see Provost Stellar
18 sharing information and chatting about the
19 situation.

20 Q. Okay. And had people, as you recall from the
21 Advisory Board, been responding Dr. Charles' prior
22 e-mail advising them about the appointment of
23 interim directors? And let me just go back to
24 Dr. Charles' e-mail, Exhibit 7.

25 So referring back to Claimant's

BRUCE SZELEST

37

1 Exhibit A, sub 7, the e-mail from Dr. Charles dated
2 February 9, 2018, regarding GIHHR. "This e-mail
3 announcing that Dana Refki, R-E-F-K-I, and
4 Gina Volynsky, V-O-L-Y-N-S-K-Y, had been appointed
5 as interim co-directors. This was sent to people,
6 including the GIHHR Advisory Board members?

7 A. Yes.

8 Q. Okay.

9 A. Yes. So your question to me is -- if you could
10 repeat it, please?

11 Q. Sure. You were just discussing that -- you were
12 communicating with Mr. Stellar likely because of
13 concerns being raised by GIHHR Board Members and
14 ensuring to protect the reputation and name of SUNY
15 Albany?

16 A. Yes.

17 Q. And so in response to this e-mail from Dr. Charles
18 to these GIHHR individuals, did you receive
19 responses from GIHHR Advisory Board Members
20 concerning this matter?

21 A. I don't know if I, personally, received them, but I
22 believe either Provost Stellar or other members of
23 the University have. And there was a lot
24 of -- because of the -- as you read from
25 Dr. Charles' announcement, that little to no

BRUCE SZELEST

38

1 information was provided about Dr. Alaei and,
2 therefore, folks were asking questions, well, what's
3 going on and whatnot. And as a matter of practice,
4 the University would not comment on the particulars
5 of the case, to my knowledge, and that left them
6 with a vacuum of information that they did not like.

7 Q. So if I can refer you to Claimant's Exhibit 10 -- or
8 I'm sorry, Claimant's Exhibit A, sub 10, which
9 includes an e-mail from a Naz Boniadi, which is
10 B-O-N-I-A-D-I, dated February 15, 2018. It appears
11 to be responding to an e-mail from Provost Stellar
12 about an update on GIHHR. It looks like you're a
13 recipient.

14 This e-mail appears to be supporting
15 somebody else's sentiments. There then there's an
16 e-mail from a Kaveh, K-A-V-E-H, Khoshnood,
17 K-H-O-S-H-N-O-O-D, advising Provost Stellar he found
18 his explanation unsatisfactory. So are these the
19 types of e-mails that SUNY Albany was receiving
20 concerning this advisement about two interim
21 directors being appointed?

22 A. Yes, I believe so.

23 Q. Were there a lot of e-mails received? Were there
24 only a couple, as far you're aware?

25 A. I think a couple to a few.

BRUCE SZELEST

39

1 Q. In your capacity as Chief of Staff for the
2 President, are you usually involved in Title IX or
3 disciplinary investigations?

4 A. No.

5 Q. So your involvement here was based upon, as you
6 said, concerns about maintaining and protecting the
7 University's reputation; is that fair to say?

8 A. Yes.

9 Q. If I could show you what's been marked as Claimant's
10 Exhibit A-12. This is an e-mail from Dr. Alaei to
11 Harvey Charles, dated February 27, 2018. As part of
12 this Dr. Alaei states: "Unfortunately, University
13 at Albany has barred me from communicating on any of
14 the grants and programs I've been administering."

15 Dr. Alaei goes on to identify, you
16 know, some of these programs concerning individuals
17 in Iran as participants and concerns about
18 administering these grants and programs. Do you
19 know if SUNY Albany undertook any specific action in
20 response to concerns being raised by Dr. Alaei about
21 these grants or programs that he had been working on
22 but now was precluded from working on?

23 A. I do not know the details of that.

24 Q. If I can refer you to what had been previously
25 identified as Claimant's Exhibit A-13. Claimant's

BRUCE SZELEST

40

1 Exhibit A-13 is an e-mail from Chantelle Cleary to
2 others dated March 9, 2018.

3 If you can take a look at this e-mail.
4 Let me ask you first: Who is Chantelle Cleary at
5 the time?

6 A. She is our Title IX officer.

7 Q. And is she still the Title IX officer for SUNY
8 Albany?

9 A. She is not.

10 Q. When did she cease being the Title IX officer for
11 SUNY Albany?

12 A. When she -- I don't know the exact date. She left
13 for a job at Cornell University.

14 Q. Was she asked to leave by SUNY Albany or did she
15 leave of her own decision?

16 A. Of her own decision, to the best of my knowledge.

17 Q. Okay. In this e-mail, in the first sentence, it
18 says: "I have been asked Bruce to make this matter
19 our top priority."

20 Do you recall advising Ms. Cleary at
21 around March 2018 that the investigation concerning
22 GIHHR and Dr. Alaei should be her top priority?

23 A. I don't, but I'm not surprised.

24 Q. When you say you're not surprised, can you please
25 explain to me why you're not surprised?

BRUCE SZELEST

41

1 A. This was an important matter and we've had an
2 employee under -- depending on the date --
3 alternative assignment. You know, it was the
4 Advisory Board -- some members of the Advisory Board
5 were writing the University. So it would be good to
6 perform the investigation and get this matter behind
7 us as soon as possible.

8 Q. And so part of the concern -- well, strike that.

9 So you don't have any specific
10 recollection advising Ms. Cleary that the matter was
11 top priority, but it doesn't surprise you because
12 you felt there was implications concerning the
13 school's reputation and wanting to get this
14 investigation done as soon as possible?

15 A. I think that's a fair statement.

16 Q. Okay. I want to refer you to what's been previously
17 identified as Claimant's Exhibit J. Claimant's
18 Exhibit J is identified as a memorandum and order by
19 the State of New York Supreme Court, Appellate
20 Division, Third Judicial Department, dated
21 November 25, 2020, identified as being in the matter
22 of Alexander M. v. Chantelle Cleary, as former Title
23 IX Coordinator at the State University of New York.

24 Are you aware of this memorandum and
25 order concerning Ms. Cleary and her work while at

BRUCE SZELEST

42

1 SUNY Albany as a Title IX Coordinator?

2 A. I think I vaguely recollect this, yes.

3 Q. Can you explain to me what your recollection is?

4 A. I think this was a -- Alexander M. was a student
5 involved in a Title IX complaint. I forget which
6 side, but I think our University counsel shared it
7 with me as an informational item and there was -- I
8 think this person felt that they were somehow
9 disadvantage by Ms. Cleary during the investigation.
10 I think that's about the gist of what I remember.

11 Q. Okay. If I can refer you to page 6 of this
12 memorandum and order, specifically the second
13 paragraph on this page. The paragraph at issue
14 says, in part: "As to the possibility of individual
15 bias, Cleary admittedly altered the facts as
16 reported to her."

17 Are you aware of any concerns ever
18 being raised over time about Ms. Cleary altering
19 facts reported to her in her role as Title IX
20 Investigator?

21 A. No.

22 Q. If I can scroll down towards the ends of that
23 paragraph, it states, in part: "Cleary's phrasing
24 portrays a significantly different rendering of the
25 event at the hearing. When Cleary was asked why she

BRUCE SZELEST

43

1 changed the wording, her response, in the words of
2 Supreme Court's order denying Petitioner's motion
3 for discovery, 'bordered on the incoherent.' It is
4 not unreasonable to question whether Cleary changed
5 the wording, and as such, the alleged facts, to
6 correspond with the definition of sexual assault
7 one, as found in the student code."

8 Are you aware of any concerns ever
9 being raised about Ms. Cleary changing alleged facts
10 or reported facts to her to correspond with the
11 issues she was investigating under Title IX?

12 A. No.

13 Q. The second paragraph on page seven, in part, states:
14 "In addition, Petitioner presented an affidavit from
15 his advisor, who was present with him in his
16 meetings with Cleary. The advisor averred that at
17 said meetings, Cleary raised her voice, physically
18 leaned toward Petitioner and acted in an aggressive
19 manner."

20 Are you aware of Ms. Cleary ever
21 acting in such a way during her Title IX
22 investigation work?

23 A. No.

24 Q. Do you know if Ms. Cleary was ever investigated by
25 SUNY Albany for alleged improper actions in

BRUCE SZELEST

44

1 conducting herself as Title IX Coordinator?

2 A. Not that I'm aware of.

3 Q. Are you aware of Ms. Cleary exercising any bias
4 against Dr. Alaei in her investigation in this
5 matter?

6 A. No, I am not.

7 Q. Did Ms. Cleary ever -- strike that.

8 Did Ms. Cleary's office report to the
9 President's office in her role as Title IX
10 Investigator?

11 A. I don't think so. At one point, that office did
12 report to us, but I think while she -- I want to say
13 she reports to the Associate Vice President for
14 Enterprise Risk Management.

15 Q. Do you know if the University ever took any actions
16 to rectify issues raised in this matter of
17 Alexander M. v. Chantelle Cleary matter?

18 A. That was the affidavit of November 2020?

19 Q. No, this -- the case explains -- It appears to be in
20 2017, is when this investigation started. And
21 that's just based on --

22 A. So this is -- this is that Claimant's affidavit
23 or --

24 Q. This document?

25 A. Yes.

BRUCE SZELEST

45

1 Q. This document, Exhibit G, is findings by the Supreme
2 Court Appellate Division Third Department?

3 A. Yeah. No, I --

4 Q. Do you know if -- sorry.

5 Do you know if SUNY ever took any
6 actions in response to matter raised by Alexander M.
7 for what the court found by behavior by Ms. Cleary?

8 A. Not to my knowledge.

9 Q. Did Ms. Cleary ever express to you or to the
10 President, as far as you're aware, any opinion that
11 she believed Dr. Alaei had violated any SUNY Albany
12 policy during the investigation?

13 A. Not to my knowledge.

14 Q. Did she ever tell you or the President, if you're
15 aware, that she believed Dr. Alaei had done what was
16 being alleged against him for her Title IX
17 investigation?

18 A. Not to my knowledge.

19 Q. Okay. Did anyone ever convey any statements to you
20 or opinions that they believed Dr. Alaei had
21 violated SUNY Albany policies based on the
22 allegations at issue that were being investigated?

23 A. Not to my knowledge.

24 Q. Okay. If I can refer you to what's been previously
25 identified as Plaintiff's -- excuse me, Claimant's

BRUCE SZELEST

46

1 Exhibit M. Claimant's Exhibit M is a series of
2 letters from Young Sommer, LLC, attorneys for
3 Dr. Alaei, first dated February 14, 2018, and then
4 dated February 16, 2018, dated February 18, 2018,
5 and then an e-mail from Joseph Castiglione to
6 Randy Stark, dated March 7, 2018.

7 Did you ever review letters being sent
8 on behalf of Dr. Alaei concerning -- or raising
9 objections to the investigation and various actions
10 by SUNY Albany in February 2018?

11 A. Could you repeat the question, please?

12 Q. Sure.

13 Do you recall counsel for Dr. Alaei
14 sending letters to SUNY Albany objecting to the
15 process being followed by SUNY Albany and actions by
16 SUNY Albany when they were beginning this
17 investigation in February 2018?

18 A. I don't recollect.

19 Q. Okay. Do you know or do you recall, then, if SUNY
20 had ever reconsidered whether the actions it was
21 undertaking at the time in 2018 were wrong?

22 A. No.

23 Q. So that -- Just to be clear, you do not recall SUNY
24 Albany ever re-looking at the issues to determine if
25 they had made a mistake?

BRUCE SZELEST

47

1 A. The mistake at this time in alternative assignment?

2 Q. No, I'm sorry. So my question was: Did you recall
3 whether SUNY Albany reviewed the investigation or
4 actions taken in February 2018 concerning its
5 investigation and treatment of Dr. Alaei to
6 determine if they had made a mistake and were
7 actually wrong in any of their actions at that
8 point?

9 A. No.

10 Q. No, they did not?

11 A. Correct. We were at the investigation stage then,
12 correct.

13 Q. Okay. Do you know what SUNY Albany personnel did
14 for their investigation, both the disciplinary
15 investigation and Title IX investigation after
16 Dr. Alaei was put on alternative assignment on
17 February 8, 2018?

18 A. Other than, I believe, they conducted interviews on
19 the Title IX side, might have on the Human Resources
20 side. And that also involved reviewing financial
21 accounts and transactions, I believe.

22 Q. If I can refer you to what had been previously
23 identified as Claimant's Exhibit L-2?

24 THE WITNESS: So after this question,
25 could we take a 30-second break or 45 second?

BRUCE SZELEST

48

1 I just need to talk to my --

2 MR. CASTIGLIONE: No, we can take
3 a -- you want to take a five-minute break right
4 now, Anthony?

5 MR. ROTONDI: Two minutes?

6 MR. CASTIGLIONE: Two minutes? Yeah,
7 that's fine.

8 THE WITNESS: Is that convenient?

9 MR. CASTIGLIONE: Yeah, it works for
10 me.

11 THE WITNESS: Okay. I just to have
12 tell somebody something.

13 MR. CASTIGLIONE: Sure, no problem.

14 MR. ROTONDI: That's fine.

15 (Whereupon a recess is taken.)

16 BY MR. CASTIGLIONE:

17 Q. I'm showing you what's been previously identified as
18 Claimant's Exhibit L-2. If you could take a look at
19 this, sir. It's identified as Sexual Misconduct
20 Response Report Number 18-013. And I'll scroll
21 through it quickly and then go slowly back up to the
22 top.

23 Mr. Szelest, are you familiar with
24 what this document is?

25 A. I believe so.

BRUCE SZELEST

49

1 Q. Can you just explain to me what your understanding
2 is?

3 A. Is this -- I believe this is Ms. Cleary's report,
4 her investigation into sexual harassment
5 allegations, based on what you showed me as you were
6 scrolling.

7 Q. Okay. In this report, if you read the first
8 paragraph, it states: "Overview of report. The
9 following report details the University at Albany's
10 coordinated response to a report received on
11 February 2, 2018 from Dr. James Stellar.

12 Specifically, the report alleges that several
13 students reported to him that Dr. Arash Alaei had
14 been interacting with students in violation of a
15 separation agreement entered into with the
16 University on blank date. This report initiated an
17 inquiry which resulted in a joint investigation by
18 the Office of Equity and Compliance and the Office
19 of Human Resource Management. The investigation
20 focused on the following possible violations of the
21 University at Albany policies by Dr. Kamiar Alaei."

22 There's Roman Numeral Number I, it
23 says: "Insert policy violations for permitting
24 Dr. Arash Alaei to conduct business on behalf of the
25 GIHHR after his separation from the University at

BRUCE SZELEST

50

1 Albany."

2 Roman Numeral Numeral Number II:

3 "Insert policy violations for facilitating contact
4 between Dr. Arash Alaei and GIHHR staff and students
5 during Arash Alaei's alternative assignment and
6 after his separation from the University at Albany."

7 And then Roman Numeral III says: "A
8 violation of the University at Albany sexual
9 harassment policy for engaging in unwelcome conduct
10 of a sexual nature directed at GIHHR student intern
11 blank and that was created -- that created a
12 sexually-hostile environment for working and
13 learning."

14 And for the record, I said "blank"
15 instead of the student's name.

16 Does this refresh your recollection
17 about the basis for the investigation concerning
18 Dr. Kamiar Alaei?

19 A. Yes.

20 Q. Okay. And is it fair to say that these three Roman
21 Numerals on page 1 of this Claimant's Exhibit L,
22 this Sexual Misconduct Response Report, that those
23 were the three issues that were raised that were
24 being investigated by SUNY Albany concerning
25 Dr. Kamiar Alaei?

BRUCE SZELEST

51

1 A. Yes.

2 Q. Did you discuss investigation efforts and findings
3 with Human Resources and Title IX over time
4 regarding these three issues?

5 A. I don't think so.

6 Q. I'm sorry, you said you don't think so?

7 A. I don't think so, until the final report.

8 Q. Okay. Do you know who Harvey Charles was at the
9 time of this investigation in February to
10 August 2018?

11 A. Yes.

12 Q. Who was Harvey Charles?

13 A. He was the Vice Provost and Dean of the Center for
14 International Education and Global Studies.

15 Q. Was Harvey Charles the supervisor for GIHHR and
16 Kamiar Alaei at the time in 2018?

17 A. Yes, I believe so.

18 Q. Do you know if Harvey Charles was the supervisor of
19 Arash Alaei in 2017?

20 A. I don't know the answer to that.

21 Q. Do you know if Dr. Kamiar Alaei was ever in a
22 position of authority over Arash Alaei --

23 A. I believe --

24 Q. -- as part of their job work?

25 A. I believe he was.

BRUCE SZELEST

52

1 Q. Okay. Do you recall what that position of authority
2 would be?

3 A. I think Kamiar was the director of the institute.

4 Q. Okay. Are you aware of any agreement between
5 James Stellar and Harvey Charles regarding
6 Arash Alaei's involvement with GIHHR and contact
7 with staff and students when Arash Alaei went on
8 alternative assignment?

9 A. No.

10 Q. So Mr. Stellar never advised you of any such alleged
11 agreement?

12 A. Correct.

13 Q. As to Arash Alaei having contact or conducting
14 business with GIHHR and GIHHR staff and students,
15 are you aware of whether or not, while he was on
16 alternative assignment, Arash Alaei was having
17 conversations or, I'll say, discussions
18 communications with Harvey Charles about whether or
19 not Arash Alaei could actually communicate with
20 interns and GIHHR staff?

21 A. No.

22 Q. If I can refer you to what has been previously
23 identified as Claimant's Exhibit F? And were
24 Arash Alaei and Kamiar Alaei co-directors of GIHHR
25 or was Kamiar a director and Arash was a

1 subordinate?

2 A. I think Kamiar was director and Arash a subordinate,
3 but I'm not 100 percent certain. Something makes me
4 think they might have been co-directors, but I'm not
5 positive.

6 Q. I want to refer you to what had been previously
7 identify as Claimant's Exhibit F-1, specifically an
8 e-mail from Arash Alaei to Harvey Charles, dated
9 March 28, 2017. The first paragraph discussed:
10 "Based upon requirements, I've listed my primary
11 activities from February to the end of March and
12 planned activities for April to May."

13 If you scroll down, Arash Alaei
14 states, in part: "In order to complete the
15 above-mentioned tasks, I need to be in touch with
16 the following people. For some, I will need to be
17 in touch in person, and for most, I will just need
18 to be in touch long distance." Then Arash Alaei
19 identifies six people.

20 Were you aware of this communication
21 from March 28, 2017, during the investigation of
22 Kamiar Alaei and whether Kamiar Alaei had acted
23 improperly as to Arash Alaei having communications
24 with GIHHR people or conducting business for GIHHR?

25 A. So this memo or e-mail is from 2017, which predates

BRUCE SZELEST

54

1 the investigation, correct?

2 Q. Correct. But if I can -- if I can refer -- that's
3 correct. If I can refer you back to L-2, one of
4 the -- one of the alleged bases for investigating
5 Dr. Kamiar Alaei for possible violations of
6 University policies was Roman Numeral II,
7 facilitating contact between Dr. Arash Alaei and
8 GIHHR staff and students while Arash Alaei was on
9 alternative assignment.

10 So my question --

11 A. And that also says: "After his separation from the
12 University."

13 Q. Correct.

14 A. Okay.

15 Q. And so my question to you is: During the
16 investigation, were you aware of communications --
17 strike that.

18 During the investigation of
19 Kamiar Alaei in 2018 about whether or not he had
20 facilitated Arash Alaei communicating during
21 Arash Alaei's alternative assignment in 2017, and
22 then after he left, whether Kamiar Alaei facilitated
23 contact between Arash and interns, were you aware of
24 or was it ever brought to your attention e-mails
25 between Harvey Charles and Arash from 2017 seeking

BRUCE SZELEST

55

1 to have communications with various individuals, as
2 reflected in this e-mail?

3 A. No.

4 Q. Do you know if Arash was given approval to have
5 communications, as reflected in this e-mail,
6 Claimant's Exhibit F-2?

7 A. I do not.

8 Q. Okay. If I can refer you to Claimant's Exhibit N?
9 Claimant's Exhibit N is -- and
10 specifically, I'm referring to e-mails between
11 Harvey Charles and Arash Alaei dated June 14, 2017,
12 with the subject line: "My Report and Communication
13 with Interns and an e-mail from Arash to
14 Harvey Charles, dated June 13, 2017, with a subject
15 My Report and Communication with Interns."

16 As part of this e-mail, this one from
17 Arash Alaei dated June 13, 2017, Arash Alaei states:
18 "In addition, I just want to inform you that I need
19 to have Skype communications with" -- and he
20 identifies several people that he states are GIHHR's
21 interns.

22 In response, Harvey Charles, on
23 June 4, 2017, responds that: "I've inquired of HR
24 and am awaiting advice on this matter."

25 Were you aware that as of June 2017,

BRUCE SZELEST

56

1 Arash and Harvey Charles were having conversations
2 about allowing Arash to have discussions with GIHHR
3 interns?

4 A. No.

5 Q. Do you know if SUNY Albany ever approved allowing
6 Arash to have communications with interns while he
7 was on alternative assignment, consistent with
8 what's being asked in this e-mail?

9 A. Not to my knowledge.

10 Q. In 2017, while Arash was on alternative assignment,
11 who, at SUNY Albany, would be responsible for
12 overseeing if Arash was complying with the terms of
13 his alternative assignment?

14 A. I would think it would either be Harvey Charles
15 and/or Human Resources.

16 Q. Did there come a time, as far as you recall, when
17 Office of Human Resource Management conducted an
18 interrogation of Dr. Kamiar Alaei?

19 A. I assume they did because that prior report you
20 showed me was a joint investigation, wasn't it,
21 between Human Resources and Title IX?

22 Q. Actually, do you know if Title IX and
23 Chantelle Cleary's office ever interviewed
24 Dr. Kamiar Alaei about the allegations against him?

25 A. I'd have to go back to that. I do not know offhand.

BRUCE SZELEST

57

1 Q. Okay. Would that be standard protocol to actually
2 investigate the person subject to allegations in a
3 Title IX matter?

4 A. I am -- do not have the knowledge to answer that
5 question.

6 Q. Okay. If I can refer you to what's been previously
7 marked as Claimant's Exhibit C-3?

8 Claimant's Exhibit C-3 is a letter
9 from Young Sommer, LLC on behalf of Dr. Alaei,
10 Kamiar Alaei, to Randy Stark. It's dated May 21,
11 2018. Do you recall ever seeing or reading this
12 letter?

13 A. No.

14 Q. This letter reflects that there was an interrogation
15 with Human Resources and Dr. Alaei at Human
16 Resources office on May 9, 2018. Does that refresh
17 your recollection about when interrogation of
18 Dr. Alaei may have been held in this investigation
19 concerning Dr. Kamiar Alaei?

20 A. Yes, it does.

21 Q. Okay. Do you recall being advised of the
22 discussions that occurred during that interrogation
23 on May 9, 2018?

24 A. Not really, no.

25 Q. Do you know if the President was advised of the

BRUCE SZELEST

58

1 discussions at the interrogation on May 9, 2018?

2 A. Nope.

3 Q. This letter that I'm identifying for you here,
4 Claimant's Exhibit C-3 and the issues raised in this
5 letter, do you know if these were ever reviewed by
6 the President?

7 A. I do not know.

8 Q. Okay. But you did not read this letter; is that
9 correct?

10 A. I don't recollect it and it's -- I do not recollect
11 reading it.

12 Q. Okay. Do you know if this letter, Plaintiff's
13 Exhibit C-3, caused SUNY Albany personnel to take
14 any different course of action after receiving the
15 letter and conducting the interrogation concerning
16 the investigation regarding Dr. Alaei?

17 A. I do not know.

18 Q. If I can refer you to what's been previously marked
19 as Claimant's Exhibit H.

20 Claimant's Exhibit H is a letter
21 identified as Counseling Memorandum to
22 Dr. Kamiar Alaei, dated August 9, 2018, from
23 Randy Stark, Office of Human Resources.

24 Do you recall a time when SUNY Albany
25 ultimately determined to do a counseling session

BRUCE SZELEST

59

1 with Dr. Kamiar Alaei regarding the investigations
2 at issue?

3 A. Yes.

4 Q. Do you have any understanding if Office of Human
5 Resource Management made any finding -- or excuse
6 me -- any determination about Dr. Alaei violating
7 any SUNY Albany policies?

8 A. No.

9 Q. You don't recall?

10 A. I don't think they did find that he violated
11 policies.

12 Q. Okay. Do you have any understanding of whether
13 Human Resources made any determination about there
14 being just cause under the UUP disciplinary
15 provisions to discipline Dr. Alaei?

16 A. No.

17 Q. If I can refer you to Claimant's Exhibit B-8?
18 Claimant's Exhibit B-8 is a letter from SUNY Albany
19 dated August 10, 2018, to Dr. Alaei. This letter
20 states, in part: In accordance with the Article
21 32.3 of the UUP agreement, the University is
22 exercising its right and has elected to terminate
23 your appointment effective August 10, 2018."

24 Do you recall why, after Human
25 Resources, the day before, conveyed its findings

BRUCE SZELEST

60

1 that there was no just cause to discipline Dr. Alaei
2 and there had been no violation of any SUNY
3 policies, why SUNY Albany elected to terminate
4 Dr. Alaei's appointment effective August 10, 2018?

5 A. I think it was -- The University, per the contract,
6 has the ability to non-renew somebody, period, when
7 the time comes up. And the University chose to
8 execute that action.

9 Q. Well, first, is there a distinction or difference
10 between non-renewing an employee and electing to
11 terminate their employment as an effective date?

12 A. I think there is a distinction. I'd have to refer
13 to my colleagues at Human Resources for the finer
14 definition.

15 Q. Okay. So here, I'm focusing on there's an election
16 to terminate the appointment effective August 10,
17 2018. And my question is: Why did SUNY Albany make
18 that determination to elect to terminate Dr. Alaei's
19 appointment when the day before, they advised
20 Dr. Alaei there had been no violation of SUNY policy
21 and there was no just cause to impose discipline?

22 A. I can't answer that. You would have to ask Human
23 Resources.

24 Q. So Human Resources would be the ones who made the
25 decision and would have the grounds to terminate

BRUCE SZELEST

61

1 Dr. Alaei's appointment as of August 10, 2018?

2 A. No, I meant Human Resources could provide you the
3 rationale why the day before they issued whatever it
4 was they issued.

5 Q. Okay. Well, let me -- Do you know why SUNY Albany
6 elected to terminate Dr. Alaei's appointment as of
7 August 10, 2018?

8 A. I think, in a nutshell, there was much unrest and
9 unease amongst the students and student interns in
10 the center, as well as the administrative financial
11 management of the center was not run as shipshape as
12 one would want it. The Advisory Board thought they
13 ran the center, and so the University decided that
14 we would -- or the institute -- the University
15 decided to -- let's close out the institute.

16 Q. That's for closing out the institute, but why
17 terminating Dr. Alaei's appointment?

18 A. He was the Director of the institute. We don't have
19 an institute, we don't need the Director of an
20 institute, I think in my view, and I'm not, you
21 know, Human Resources.

22 Q. Okay. Do you know whether Dr. Alaei's appointment,
23 however, was -- his primary appointment was a
24 faculty appointment with the Rockefeller College?

25 A. I do not know that.

BRUCE SZELEST

62

1 Q. Do you know if his directorship of GIHHR was a
2 complimentary non-paid appointment?

3 A. I can't answer that question.

4 Q. Was Dr. Alaei, at the time, not capable, in the
5 opinion of SUNY Albany, to conduct -- continue with
6 faculty appointment work with the Rockefeller
7 College?

8 A. I can't answer that. I don't know the answer to
9 that question.

10 Q. Okay. Do you know when SUNY Albany first decided
11 that it was going to terminate Dr. Alaei's
12 appointment effective August 10, as reflected in
13 this August 10, 2018 letter identified as Claimant's
14 Exhibit B-8?

15 A. I do not.

16 Q. Was it before August 9, 2018?

17 A. I don't know the answer to that.

18 Q. Okay. I want to backtrack here for a second.

19 If I can refer you to what had
20 previously been identified as Claimant's Exhibit
21 D -- Claimant's Exhibit D-1. Claimant's Exhibit D-1
22 is a chain of e-mails between Chantelle Cleary and
23 Brian Selchick, dated March 26, 2018, if you can
24 just take a look at these e-mails.

25 These e-mails are discussing

BRUCE SZELEST

63

1 Dr. Kamiar Alaei. In the middle, in response to a
2 question raised by Brian Selchick, Ms. Cleary says:
3 "I thought we agreed he wasn't going to come back."

4 Are you aware if there was a
5 determination by SUNY Albany at that point to
6 terminate Dr. Alaei's employment and make sure he
7 didn't come back as of March 26, 2018?

8 A. No, I didn't.

9 Q. Do you have any understanding of what the discussion
10 is between Brian Selchick and Chantelle Cleary as
11 reflected in Claimant's Exhibit D-1?

12 A. I do not.

13 Q. If I can refer you to what had previously been
14 identified as Claimant's Exhibit L-4. I'm showing
15 you what's been marked as Claimant's Exhibit L-4,
16 which appears to be handwritten notes, dated
17 4/3/2018. Brian Selchick has stated during a
18 deposition that these are his handwritten notes that
19 he took as a result of a meeting. This first note
20 on Claimant's Exhibit L-4, it states: "How do we
21 maintain the integrity of the non-renewal with or
22 without the NOD interrogation?"

23 Do you have any understanding of what
24 Mr. Selchick was referring to about maintaining the
25 integrity of non-renewal at that time?

BRUCE SZELEST

64

1 A. No.

2 Q. Do you know if there had been a determination by
3 SUNY Albany as of April 3, 2018 to not renew
4 Dr. Alaei's employment?

5 A. No.

6 Q. There's handwritten notes here, it's the fourth line
7 of handwritten notes, it says: "The goal is to make
8 sure he does not come back."

9 Are you aware if SUNY Albany had
10 decided a goal of making sure Dr. Alaei did not come
11 back to employment with SUNY Albany as of 4/3/2018?

12 A. No.

13 Q. At the end of this document, it says: "Performance
14 evaluations to support non-renewal - we could
15 recreate them."

16 Are you aware of a determination or
17 efforts by SUNY Albany personnel to try to recreate
18 performance evaluations to support a non-renewal for
19 Dr. Alaei as of April 3, 2018.

20 A. I am not.

21 Q. We have been discussing non-renewal of Dr. Alaei.
22 Do you recall about when SUNY Albany began to seek
23 to non-renew Dr. Alaei's employment?

24 A. I would think it would have been after April 10th.

25 Q. After April 10, 2018?

BRUCE SZELEST

65

1 A. Yes.

2 Q. Why do you say April 10, 2018?

3 A. I have a recommendation advice document from
4 University Counsel at the time listing that as one
5 of the options to pursue.

6 Q. Okay. Do you know who was involved in the efforts
7 to non-renew Dr. Alaei's appointment? Or excuse me,
8 do you recall who was involved in the efforts to
9 non-renew Dr. Alaei's employment?

10 A. I think there would have been conversations around
11 continuing or non-renewing, and those would have
12 involved Harvey Charles, Provost, I think the Vice
13 President for Research.

14 Q. Okay. Do you know, did the President approve
15 starting the efforts to non-renew Dr. Alaei's
16 employment?

17 A. I don't think so.

18 Q. If I could show you what's been previously
19 identified as Claimant's Exhibit B-1. Claimant's
20 Exhibit B-1 appears to be a letter or memo dated
21 April 27, 2018, to Provost James Stellar from
22 Dean Harvey Charles, subject: Dr. Kamiar Alaei. It
23 says: "I'm writing to recommend that
24 Dr. Kamiar Alaei's appointment be non-renewed, that
25 it not be extended beyond its current termination

BRUCE SZELEST

66

1 date (or one year following notice of
2 non-renewal.)?"

3 Are you familiar with this?

4 A. I am.

5 Q. Do you know who created this?

6 A. No. I would assume Harvey Charles.

7 Q. This says: "Or one year following notice of
8 non-renewal." Do you have any understanding what
9 that's referring to?

10 A. I think that pertains to the specifics of the UUP
11 contract.

12 Q. About whether Dr. Alaei, if he was non-renewed, if
13 he was entitled to one year or two years of
14 additional employment?

15 A. I don't know about the one year versus two year, but
16 I would agree the one year following notice of
17 non-renewal is a standard, I assume, language in the
18 contract that governs non-renewals by termination.

19 Q. Okay. If I can refer you to what's been identified
20 as Claimant's Exhibit B-3. Claimant's Exhibit B-3
21 includes several documents, the first one is a
22 series of e-mails dated 4/28/2018 between
23 Bill Hedberg and Harvey Charles. And if you could
24 just take a look at these for a minute.

25 Mr. Szelest, in this e-mail dated

BRUCE SZELEST

67

1 4/28/2018, in part, Harvey Charles responds to
2 Bill Hedberg saying: "I'm looking at the letter of
3 non-renewal and it's actually a recommendation from
4 me to the Provost. As you know, I practically know
5 nothing about the situation and I feel uncomfortable
6 making a recommendation to the Provost without a
7 basis to do so. Can this be handled differently?"

8 Were you aware that Harvey Charles
9 had -- was feeling uncomfortable about making a
10 recommendation to non-renew Dr. Alaei because he
11 didn't have a basis to do so?

12 A. No.

13 Q. So you've never -- you -- this issue was never
14 brought to your attention?

15 A. Correct.

16 Q. Do you know if the President was aware of this
17 issue?

18 A. I do not know.

19 Q. Okay. Included in this Claimant's Exhibit B-3 is a
20 Change of Status Request Form, HRM-3 -- no, that's
21 not the one. Strike that.

22 If I can refer you to -- hold on a
23 second. If I can refer you to what's been
24 previously identified as Claimant's Exhibit E-1.
25 Claimant's Exhibit E-1 includes an e-mail from

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68

1 Liesl Zwicklbauer to others dated April 4, 2018. It
2 also includes a letter dated December 4, 2018, to
3 Dr. Kamiar Alaei from James Stellar, stating, in
4 part: "Based on a recommendation from your
5 Department Chair and Dean, it is my pleasure to
6 confirm the renewal of your appointment as a
7 Clinical Associate Professor in the Department of
8 Health Policy Management and Behavior."

9 There's also included rank, which
10 states: "Clinical Associate Professor without
11 stipend." And then duration, November 10, 2017, to
12 August 31, 2020. There is also a Change Status
13 Request Form, HRM-3 that has various information.

14 Specifically, on this HRM-3 form,
15 there's a box that says: "Number one, extension of
16 temp appointment or renewal of UUP term
17 appointment." It says: "Appointment type, term."

18 Do you have an understanding of what
19 that is referring to when it says: "Appointment
20 type, term"?

21 A. I believe that means that it lasts for -- or the
22 appointment is for a certain duration of time, as
23 opposed to, for example, a faculty member who
24 receives tenure, who, effectively, is on a
25 continuing appointment in perpetuity until they

BRUCE SZELEST

69

1 retire or for whatever reason separates service.

2 Q. So this reflects there was a certain appointment for
3 a definitive term?

4 That's a yes? Sorry, if you nod, she
5 can't record it. So you have to articulate the
6 response.

7 A. Yes. But up above, does it say "no stipend"? Was
8 that part of the the transmittal memorandum,
9 "without stipend"? So, yeah.

10 Q. There is a rank, "Clinical Associate Professor
11 without stipend."

12 A. Correct. So it sounds to me like a courtesy type of
13 appointment.

14 Q. So with this Clinical Associate Professor, it says:
15 "Renewal start date, 11/10/2017, and a new end date
16 of 8/31/2020 with a duration, term appointments,
17 other, two years, nine months."

18 Is it fair to say that refers to the
19 term appointment for Dr. Alaei reflected in this
20 HRM-3 form was for two years, nine months?

21 A. Yeah.

22 Q. At the bottom for remarks, it says: "There was no
23 cost associated with this volunteer appointment, two
24 other complimentary appointments, Director of GIHHR
25 and Research Professor in Department of Public

BRUCE SZELEST

70

1 Administration and Policy."

2 So would this appointment be
3 Dr. Alaei's Clinical Associate Professor appointment
4 and these other two were complementary appointments,
5 Director of GIHHR and Research Professor in
6 Department of Public Administration and Policy?

7 A. I want to say yes, but because there's no stipend,
8 I'm unsure. I would defer to my colleagues in Human
9 Resources to answer that.

10 Q. But what is your understanding of the term "without
11 stipend" mean?

12 A. It means unpaid.

13 Q. So this would be --

14 A. He should state somewhere. I don't know where.

15 Q. Because otherwise, this letter, December 4, 2017,
16 would reflect: "Based on your interpretation and
17 without stipend, that Dr. Alaei was appointed as a
18 Clinical Associate Professor in the Department of
19 Public Health Management and Behavior, but without
20 being paid"?

21 A. That is my interpretation.

22 Q. Okay.

23 A. Whether correct or incorrect.

24 Q. If I can refer you back to Claimant's Exhibit
25 B -- Claimant's Exhibit B-4. Claimant's Exhibit B-4

BRUCE SZELEST

71

1 includes an e-mail about term renewals, is the
2 subject, dated May 2, 2018, from William Hedberg to
3 Harvey Charles, includes Randy Stark and
4 James Stellar. It also includes an e-mail from
5 Harvey Charles, apparently to Randy Stark, dated May
6 2, 2018.

7 This e-mail says, in part, "This May
8 2, 2018, 5:00 p.m. e-mail from Harvey Charles. I'm
9 writing to let you know that he Bill Hedberg sent me
10 both the HRM-3 for Kamiar, as shown in this
11 attachment, and a letter addressed to the Provost
12 from me recommending -- underlined -- that Kamiar
13 not be renewed. I declined to sign that letter
14 because I have no information that can be used as a
15 basis to recommend that Kamiar not be renewed. I am
16 not seeking such information since it's clear to me
17 that the Provost has decided not to renew Kamiar's
18 contract. I did sign the HRM-3, however, in order
19 to complete the paperwork, per the wishes of the
20 Provost."

21 Were you aware of this e-mail and
22 feelings by Dr. Charles concerning non-renewing
23 Dr. Alaei, as reflected in this May 2, 2018 e-mail?

24 A. Yes.

25 Q. Okay. Did you have any particular response to

BRUCE SZELEST

72

1 Dr. Charles' concerns or issues, I'll say, raised in
2 this E-mail?

3 A. No, I was not asked by Dr. Charles anything. I was
4 aware of the general situation, not necessarily of
5 the -- seeing the e-mail, per se.

6 Q. Do you know, was the President aware of the same
7 general situation you just referred to?

8 A. I'm sure.

9 Q. Okay. Do you know if the President was aware that
10 Dr. Charles was not recommending that Kamiar not be
11 renewed?

12 A. I do not know that.

13 Q. Are you aware if SUNY personnel ever found any
14 evaluations for Dr. Alaei before seeking to
15 non-renew Dr. Alaei, as reflected in this May 2,
16 2018 e-mail?

17 A. I do not know the answer to that.

18 Q. Okay. Do you know if anyone ever talked to
19 Harvey Charles before asking him to sign the
20 recommendation to non-renew Dr. Alaei about his
21 opinions and thoughts concerning non-renewing
22 Dr. Alaei?

23 A. I do not know.

24 Q. Do you know if anyone had looked into the quality of
25 Dr. Alaei's work as part of these non-renewal

BRUCE SZELEST

73

1 efforts reflected in this May 2, 2018 e-mail?

2 A. I do not know.

3 Q. Do you have any understanding of the quality of
4 Dr. Alaei's work as of this May 2, 2018 e-mail?

5 A. No.

6 Q. Did you ever inquire to try to find out?

7 A. No.

8 Q. Do you know if the President had any knowledge about
9 the quality of Dr. Alaei's work as of this May 2,
10 2018 e-mail?

11 A. No.

12 Q. You don't know?

13 A. I do not.

14 Q. Okay. Is it typical in non-renewals for the
15 supervisor of the employee at issue to not recommend
16 non-renewal?

17 A. I have no information to answer that question.

18 Q. Okay. If I can -- strike that.

19 Do you know who was directing that
20 Dr. Charles sign this recommendation to non-renew
21 Dr. Alaei?

22 A. I do not know.

23 Q. As reflected in this e-mail, do you know if the
24 Provost had decided at that time, as of May 2, 2018,
25 that Dr. Alaei be non-renewed?

BRUCE SZELEST

74

1 A. I do not know.

2 Q. Okay. If I can refer you to Claimant's Exhibit B,
3 sub 6.

4 B, sub 6 includes an e-mail from
5 William Hedberg to Kamiar Alaei, includes
6 James Stellar and Harvey Charles as CC recipients,
7 dated May 14, 2018.

8 In this e-mail, Mr. Hedberg states
9 that: "The Provost has signed the form from
10 Dean Harvey Charles for non-renewal of your
11 appointment."

12 Do you know the basis for the
13 Provost -- his decisions to approve non-renewal?

14 A. I do not know his specific reason.

15 Q. Okay. This states, this e-mail, in part: "The next
16 step in the process for the President to review the
17 file and make his decision. Before the decision,
18 you have five working days to review the file and
19 submit a statement in response."

20 Do you recall Dr. Alaei preparing a
21 statement in response?

22 A. I think I do. That second paragraph, I think, is by
23 the book, by the contract, by the book and the
24 notification process and appeal process -- or
25 response time. It sounds like it's right out of the

BRUCE SZELEST

75

1 contract.

2 Q. Okay. I'm going to further scroll down on
3 Claimant's Exhibit B, sub 6, and there is a letter
4 dated May 8, 2018, to William B. Hedberg. I'm just
5 going to scroll through it quickly so you can see
6 it's signed by Dr. Kamiar Alaei. Do you recall
7 seeing this letter?

8 A. Vaguely, yes.

9 Q. Did you have any impression or understanding as to
10 the content of the letter when you reviewed it?

11 A. It sounds like his reply to the non-renewal and
12 lists his accomplishments and achievements.

13 Q. Did you have any discussions with anyone concerning
14 the content of this letter when you reviewed it?

15 A. Not to my recollection.

16 Q. Do you know if a determination had already been made
17 by the President to approve non-renewal of
18 Kamiar Alaei before Kamiar Alaei sent this letter?

19 A. I'm unsure. It depends where we are in the
20 progression of notification and such. So I guess
21 the answer is: I'm not sure.

22 Q. So at -- This letter was submitted in response --
23 This May 8, 2018 letter was submitted in response
24 to -- Well, it must have been before then, but
25 there's a Provost e-mail dated May 14, 2018,

BRUCE SZELEST

76

1 advising that the next step is for the President to
2 review the file and make his decision, but it gave
3 him five working days to submit a statement in
4 response.

5 Do you know if the President had made
6 a determination to approve the non-renewal of
7 Dr. Kamiar Alaei before receiving Dr. Alaei's
8 letter?

9 A. I do not know that. I do not know.

10 Q. Do you know if the President subsequently approved
11 non-renewal of Dr. -- non-renewal of Dr. Alaei?

12 A. I assume he did, because either he or his designee
13 would have signed the final document, I believe, but
14 I'm not certain.

15 Q. Do you know the President's basis or reasoning for
16 approving non-renewal?

17 A. I think it would be consideration of the
18 recommendations and options put forth to him by the
19 University Counsel at the time.

20 Q. So it would be based on what University Counsel
21 advised?

22 A. That would inform the President's decision. What
23 drove his final decision, you would have to ask him.

24 Q. Okay. Do you know if the President had considered
25 any information from Office of Human Resource

BRUCE SZELEST

77

1 Management or opinions by Randy Stark or
2 Brian Selchick?

3 A. I do not know.

4 Q. Do you recall the issue of non-renewal involving
5 Dr. Alaei, involving an issue about getting one year
6 of an additional employment versus two years?

7 A. Yes, I believe.

8 Q. Do you recall -- strike that.

9 Do you know the term "evergreen
10 contract" or "evergreen appointment"?

11 A. Yes.

12 Q. What's your understanding of what an evergreen
13 contract or evergreen appointment is?

14 A. That the appointment would be for a certain number
15 of years; one year, two years, three -- well, two
16 years, three years or more, and then each year, it
17 would get increased to be, again, two years,
18 three years, so that from the time of initiation of
19 being reappointed, it would continue to be for two
20 years or three years or whatever so that -- so
21 that's my understanding of it.

22 Q. Okay. If I can refer you to what's been previously
23 identified as Claimant's Exhibit E-2.

24 If we can take a look at this letter.
25 Did you review -- Are you familiar with what this

BRUCE SZELEST

78

1 letter is?

2 A. I believe so.

3 Q. Can you explain to me your understanding what this
4 letter is?

5 A. This looks like the initial appointment letter that
6 says that Dr. Alaei will have a three-year term and
7 then annually be reinstituted.

8 Q. So this letter, the first paragraph, says: "It is
9 my pleasure to offer you an appointment to the
10 University at Albany as a Research Associate
11 Professor and Lecturer in the Department of Public
12 Administration and Policy, Rockefeller College of
13 Public Affairs and Policy."

14 So does that indicate that was the
15 appointment Dr. Alaei received as of April 16, 2014?

16 A. Yes.

17 Q. And is it fair to say this paragraph -- these two
18 paragraphs, the one that starts with: "In this
19 appointment, you will report to the Chair of
20 Department of Public Administration and Policy and
21 the Dean of Rockefeller College. You will be
22 responsible for teaching one course each fall and
23 spring semester, monitoring -- or mentoring students
24 contributing to the college's health policy group
25 and providing service in the areas related to the

BRUCE SZELEST

79

1 intersection of GIHHR and the college."

2 Is it fair to say that identifies what
3 his responsibilities and tasks were?

4 A. At the time of appointment, yes.

5 Q. And then in this next paragraph, it says: "You will
6 have three complementary, non-stipendiary
7 appointments in addition to your professional
8 appointment in Rockefeller College"?

9 A. Yep.

10 Q. And then identifies he was to continue to serve as
11 director of GIHHR?

12 A. Right.

13 Q. So is it fair to say that Dr. Alaei's primary
14 appointment was to be a Research Associate Professor
15 and Lecturer in the Department of Public
16 Administration and Policy?

17 A. At the time of that letter, yes.

18 Q. Okay. Did you help develop the matrix for
19 Dr. Alaei's initial 2014 appointment?

20 A. I think you're referring to the 2020 MOU process, so
21 yes, in collaboration with the Provost at the time,
22 Dr. Susan Phillips.

23 Q. So do you recall what the standards were that you
24 created or helped to create for Dr. Alaei?

25 A. It wasn't necessary for Dr. Alaei. It was with the

BRUCE SZELEST

80

1 Department of Public Administration. In lieu of
2 this hire, they would guarantee -- so in
3 general -- I don't know the specifics of this one,
4 but in general, they evolved around three areas,
5 either enrollment growth, initial enrollments, head
6 count enrollments, student credit hours or research
7 grants, expenditures.

8 Q. So explain to --

9 A. So a combination of all three.

10 Q. Can you explain to me research grants, expenditures
11 component?

12 A. That would be new research awards generated by the
13 department.

14 Q. So that would be a requirement for his job and the
15 standard to measure whether he was meeting the
16 standards for his job?

17 A. No, it was for the department.

18 Q. I'm sorry, for the department. Okay.

19 A. Yeah, so for the department.

20 Q. So if the department was achieving those standards,
21 was meeting those metrics, that was an indication
22 the department was having success?

23 A. Correct.

24 Q. Concerning the one year versus two year issue, did
25 you consider the language in the second paragraph of

BRUCE SZELEST

81

1 Claimant's Exhibit E-2 that says: "To give you
2 security of at least two years of employment, the
3 appointment will be reviewed annually for possible
4 extension by another year"?

5 A. Yes.

6 Q. And your interpretation of that language was that it
7 was only to give Dr. Alaei only one year if he was
8 non-renewed by SUNY Albany?

9 A. Unless he had a reappointment for two years, which I
10 do not think he did. They said it would be renewed
11 annually.

12 Q. Did you come across --

13 A. For possible extension.

14 Q. I'm sorry, can you say that again?

15 A. Yes. This says he would be renewed annually for
16 possible extension by another year. I saw nothing
17 that indicated that he was reviewed annually and
18 given that second year in an appointment favor.

19 Q. So your position is -- Your reading was the language
20 about giving you the security of at least two years
21 of employment, unless that was contained in some
22 other job -- or excuse me -- some other letter, the
23 appointment was rather just reviewed annually for a
24 possible extension by one year?

25 A. Correct.

BRUCE SZELEST

82

1 Q. Did Randy Stark and Brian Selchick give you their
2 opinion on the interpretation of this language?

3 A. I know we discussed it. I think there was an
4 opinion that it could go either way; that one could
5 interpret it as being one or the other, potentially.

6 Q. If I can -- strike that.

7 Who made the final decision about
8 whether it was one year versus two years for
9 continued employment if Dr. Alaei was non-renewed?

10 A. Whoever signed the final paper, I guess.

11 Q. So if that final letter we're talking about -- and
12 I'll just go back to it here. That would be
13 Claimant's Exhibit B-8.

14 Claimant's Exhibit B-8, the August 10,
15 2018 letter from Dr. Alaei signed by Mr. Stark
16 reflecting SUNY Albany exercising its right to elect
17 to terminate the appointment effective August 10th.
18 And it says: "The University will pay the balance
19 of salary remaining on your term appointment from
20 August 10, 2018 through August 9, 2019?"

21 Your recollection is that it would
22 have been Randy Stark who made that decision about
23 giving one year -- or paying one year for the salary
24 remaining on the term appointment?

25 A. I'm not certain, because I think that would have

BRUCE SZELEST

83

1 been discussed at a higher level.

2 Q. So as you sit here, you don't recall who made the
3 final decision as to the University stating it would
4 pay the balance of salary remaining on Dr. Alaei's
5 term appointment for just one year, August 10
6 through August 9, 2019?

7 A. That is my recollection.

8 Q. That you don't recall, is your recollection?

9 A. That I don't recall.

10 Q. Okay. Back to Dr. Alaei's -- Claimant's Exhibit --
11 Hold on a second.

12 Claimant's Exhibit B-6, specifically
13 the letter from Dr. Alaei dated May 8, 2018, to
14 Will -- Bill Hedberg. There's a paragraph on the
15 second page of that document, it starts with the
16 heading: "With respect to funding," and it says,
17 "You can also find the projected funding required
18 for each of the two faculty lines (\$185,500) in the
19 attached Excel sheet. I've also included the actual
20 funding from 2015 to 2017 that I was able to get,
21 and there's the number of \$3,916,342 identified,
22 despite the absence of the second faculty line.
23 This means I was able to reach over 21 times higher
24 than the target."

25 Do you have any understanding of what

BRUCE SZELEST

84

1 have Dr. Alaei's referring to there?

2 A. I think he looks like he is pointing to success and
3 garnering external funding, but the word "potential
4 funding" makes me wonder what exactly those numbers
5 mean.

6 Q. Okay. So would this relate to the metrics that you
7 identified earlier as part of the goals for
8 Dr. Alaei's appointment?

9 A. Yes, but I believe those metrics focus on research
10 expenditures earned, not potential funding or what
11 might come in. So that's where I'm kind of
12 questioning what exactly those numbers are.

13 Q. Okay. This refers to an attached Excel sheet. I'm
14 going to scroll down on Claimant's Exhibit B-6. Do
15 you recall -- I know they are upside down. Do these
16 Excel sheets look familiar to you at all?

17 A. Yes, I, generally, remember what they are about.

18 Q. Did you create these Excel sheets? Not the
19 information on them, but the outline of the Excel
20 sheets?

21 A. Yes.

22 Q. Okay. And this is Dr. Alaei's showing his
23 compliance with those Excel sheets; is that fair to
24 say?

25 A. Yes, although it's hard to determine if the actual

BRUCE SZELEST

85

1 columns are -- yeah.

2 Q. Yeah, and I understand it's not a clear version in
3 this copy of the document.

4 A. In general, I agree.

5 Q. Okay. In the prior appointment letter for
6 Dr. Alaei, that would be E-2, I bring you to Exhibit
7 E-2. This letter, appointment letter, identifies
8 Provost Kevin Williams. Do you know who he was in
9 2014 and, again 2018, his position with SUNY Albany?

10 A. Yes.

11 Q. Can you explain to me your understanding of
12 Kevin Williams' position?

13 A. He's the Dean of Graduate Studies or was the Dean of
14 Graduate Studies and then later Vice Provost of Dean
15 of Graduate Studies.

16 Q. Do you know if, in his job overview, he's
17 responsible, in part, for addressing contract issues
18 for people that are under his department
19 supervision?

20 A. Can you restate that, please?

21 Q. Sure.

22 Do you know if part of his job
23 responsibilities includes overseeing contract issues
24 for employees that are under his department
25 supervision?

BRUCE SZELEST

86

1 A. I do not know the answer to that.

2 Q. Do you know if anyone consulted with
3 Kevin Williams about the meeting of Dr. Alaei's
4 appointment letter, in terms of one year versus two
5 years?

6 A. I do not know the answer to that.

7 Q. As of May 23, 2018, do you recall what the status of
8 the Title IX investigation was at that point?

9 A. No. I want to say that -- that they found
10 no -- nothing to pursue further.

11 Q. What about for Randy Stark and Office of Human
12 Resource Management?

13 A. I think there were some potential management issues,
14 but again, I think it was -- there was no unlawful
15 activity was discovered, to my knowledge.

16 Q. If I can refer you to what's been identified as
17 Claimant's Exhibit D-2. If you can take a look at
18 what's been identified as Claimant's Exhibit D-2?
19 It is an e-mail from Randy Stark, dated July 6,
20 2018, to several individuals and identifies
21 counseling memo for K.A.

22 This e-mail states, in part, that
23 Randy Stark was attaching a counseling that he
24 worked on for Dr. Alaei. It was a struggle writing
25 it, as there really wasn't anything to counsel him

BRUCE SZELEST

87

1 on, since the sexual misconduct allegations were
2 unfounded. "We plan on giving him policies on
3 sexual harassment, workplace violence, et cetera,
4 but for what purpose as we're going to non-renew him
5 and buy him out."

6 Were you aware of Mr. Stark's findings
7 as of this point, concerning the investigation
8 regarding Dr. Alaei?

9 A. I think I probably was.

10 Q. Do you know if Mr. Stark had made similar findings
11 at this point regarding the alleged two other Roman
12 Numeral points that were being investigated
13 by -- concerning Dr. Alaei?

14 A. Could you remind me or show me what those other two
15 points are, please?

16 Q. Yeah, that would be referring to Claimant's Exhibit
17 L-2, I believe.

18 A. And could you repeat your question, please?

19 Q. Sure.

20 Are you aware of whether or not
21 Mr. Stark had made similar -- strike that.

22 Are you aware of whether Mr. Stark had
23 made a similar determination about allegations being
24 unfounded concerning Roman Numerals I and II, in the
25 Claimant's Exhibit L that we just referred to, as

BRUCE SZELEST

88

1 part of his investigation conclusions?

2 A. Yeah, I believe so.

3 Q. And you had raised before, you know, concerns about
4 management or a use of funds. Are you aware of
5 whether Mr. Stark determined that, you know, there
6 was no basis to support any allegations regarding
7 concerns there?

8 A. Not necessarily, because I believe there was
9 mischarging -- there was, in fact, report of
10 mischarging on grants and the attribution of efforts
11 by certain staff of the GIHHR on some grants rather
12 than other grants which violated the contracts, so
13 to speak in terms of from a management perspective.

14 Q. Do you know if SUNY Albany ever issued any statement
15 to Dr. Alaei regarding those issues or any findings
16 regarding those issues?

17 A. I do not know.

18 Q. If I could refer you to what had been previously
19 identified as Claimant's Exhibit C-3.

20 Claimant's Exhibit C-3 is a copy of a
21 letter from Young Sommer to Randy Stark, dated
22 May 21, 2018. In this letter, Young Sommer provides
23 information to Mr. Stark concerning funding for
24 GIHHR. Are you aware of whether that was something
25 that Randy Stark had considered and made, you know,

BRUCE SZELEST

89

1 his determination on regarding funding issues or
2 grant issues?

3 A. I'm sorry, could you repeat the question?

4 Q. Sure.

5 Are you aware of whether Mr. Stark
6 considered what's contained in Claimant's Exhibit
7 C-3 in this letter from Young Sommer addressing
8 funding and grant issues for GIHHR, if whether that
9 was something Mr. Stark considered in his
10 investigation?

11 A. I do not know.

12 Q. Did you ever review this about use of funding or
13 grants?

14 A. No.

15 Q. I'll go back to this Claimant's Exhibit D-2. Are
16 you aware if Mr. Stark had made any recommendations
17 to the President regarding Dr. Alaei's employment
18 based upon his findings here about allegations being
19 unfounded?

20 A. No.

21 Q. Okay. If I can show you what's been previously
22 marked as Claimant's Exhibit I, sub 4. Actually,
23 sorry, I hate to do this. Let me go back to D-2.

24 In Claimant's Exhibit D-2, Mr. Stark
25 refers to saying: "We are going to non-renew him

BRUCE SZELEST

90

1 and buy him out." Do you know what he's referring
2 to when he says "buy him out"?

3 A. I believe that refers to -- I think if you -- Per
4 the contract, if somebody is -- I think that means
5 if you non-renew somebody, they are still engaged
6 with the University for a year. I think the term
7 "buy him or her out" means that if the University,
8 per the contract, pays that individual the balance
9 of wage that they would have received during that
10 year, you can begin a separation immediately and
11 they would no longer be an employee of the
12 University, as opposed to being an employee for
13 another year.

14 Q. Okay. So at some point before January -- or July 4,
15 then -- or sorry, July 6, 2018, SUNY Albany had made
16 a determination not just to non-renew Dr. Alaei, but
17 they were going to buy him out; is that fair to say?

18 A. That is Mr. Stark's statement.

19 Q. Do you know if the President, as of July 6th or
20 before 2018, had approved a course of action of
21 buying Dr. Alaei out?

22 A. I don't remember specifically, but as a matter of
23 practice, I believe the recommendation -- the
24 recommended actions would have been placed before
25 the President so that he was aware of what the

BRUCE SZELEST

91

1 intended actions were.

2 Q. Okay. If I can refer you to what had been
3 previously identified as Claimant's Exhibit I, sub
4 4. Specifically, I'm referring to an e-mail from
5 you to Randy Stark and others dated July 23, 2018.
6 If you could take a look at this e-mail.

7 Do you recall sending this e-mail to
8 Mr. Stark?

9 A. I don't recall sending it, but I did.

10 Q. Do you recall what's at issue in this e-mail,
11 discussing "the President has okayed proceeding, as
12 we laid out last meeting, counseling meeting and
13 continuing" --

14 A. Right. So I think that is consistent with the
15 statement I just made a few minutes ago; that the
16 intended course of action and recommendation would
17 have been laid before the President for his
18 information, and then we would proceed as such,
19 unless there were differing instructions issued.

20 Q. Okay. So Dr. Alaei was subsequently bought out
21 on -- or notified as being bought out on August 10,
22 2018, as we've gone through. And I can pull that
23 back up, Claimant's Exhibit B-8.

24 And you had previously stated your,
25 you know, belief as to the reason for termination.

BRUCE SZELEST

92

1 Was it decided that Dr. Alaei, apart from GIHHR, was
2 not able to continue with his actual appointment
3 position as a Research Associate Professor and
4 Lecturer in the Department of Public Administration
5 and Policy, Rockefeller College, and undertake the
6 responsibilities identified in his April 16, 2014
7 letter?

8 A. I don't remember any discussions to that effect.

9 Q. Is it fair to say the discussions were limited to
10 Dr. Alaei and GIHHR?

11 A. I think so, yes.

12 Q. Okay. Since your time with SUNY Albany, have you
13 been involved in other alternative assignment or
14 disciplinary investigations?

15 A. Yes.

16 Q. Are you aware of any other alternative assignment or
17 disciplinary investigations that resulted in
18 non-renewal and buying out of the employee, even
19 though it was decided there was no just cause to
20 impose discipline against the employee?

21 MR. ROTONDI: I object to the form of
22 the question. You can answer.

23 A. Yes. Maybe if -- Depending upon the particulars.

24 Q. So you're saying that other employees have been
25 non-renewed and bought out that were subject to

BRUCE SZELEST

93

1 alternative assignment or disciplinary
2 investigations, even though it was ultimately
3 determined there was no just cause to impose
4 discipline against those employees?

5 MR. ROTONDI: Object to the form. You
6 can answer.

7 A. I think the statement of determination of no just
8 cause gives me pause. I can't answer the question
9 as phrased in such a way, so I would answer no.

10 Q. Okay. Let me ask it this way: Have you been -- Are
11 you aware of other alternative assignments or
12 disciplinary investigations during your time where
13 that the person subject to the alternative
14 assignment or disciplinary investigation was
15 non-renewed and bought out, even though it was
16 decided there was no basis to impose discipline
17 against that employee?

18 MR. ROTONDI: Object to the form. You
19 can answer.

20 A. Yes.

21 Q. Do you recall those situations where they were
22 bought out and non-renewed?

23 A. Not specifically.

24 Q. Do you have an idea of how many other alternative
25 assignments or disciplinary investigations were

BRUCE SZELEST

94

1 conducted, as compared to situations where people
2 were non-renewed and bought out, where there was no
3 decision that discipline was appropriate?

4 A. I want to say maybe a couple here, one or two, but
5 nothing springs to mind that that's the one.

6 Q. Okay. And do you have any idea of how many
7 alternative assignments or disciplinary
8 investigations you have been involved in or aware of
9 during your time with SUNY?

10 A. Personally? Oh, I would phrase it as "aware of"
11 rather than "involved in." So I'm notified that
12 these things are going on, just as a matter of
13 protocol, without full involvement whatsoever. But
14 I'm going to say fewer than ten.

15 Q. Okay. Was Arash Alaei bought out or non-renewed as
16 a result of a disciplinary investigation?

17 A. I'm not sure of the answer to that question.

18 Q. Okay. Are you aware of, in any of these alternative
19 assignments or disciplinary investigations, any
20 non-Middle Eastern females that were bought out and
21 non-renewed, even though it was decided not to
22 impose discipline?

23 A. Only one.

24 Q. So there's one instance where a non-Middle Eastern
25 female, that was subject to alternative assignment

BRUCE SZELEST

95

1 and disciplinary investigation, was non-renewed and
2 bought out, even though it was determined discipline
3 was not appropriate?

4 A. Again, the determination of discipline not
5 appropriate, I don't -- that muddles my recollection
6 of the event. So I guess I would have to say no
7 then.

8 Q. Are you aware of any alternative assignments or
9 disciplinary investigations into non-Middle Eastern
10 males where it was determined discipline was not
11 appropriate but they were still bought out and
12 non-renewed?

13 A. No, but I've never examined such cases on the basis
14 of race or ethnicity.

15 MR. CASTIGLIONE: Could we just take a
16 minute break and I'll finish up? I just want
17 to go through my notes and make sure I didn't
18 miss anything.

19 THE WITNESS: Sure.

20 (Whereupon, a recess is taken.)

21 BY MR. CASTIGLIONE:

22 Q. Mr. Szelest, are you aware -- Did the President
23 overtake any action during the course of this
24 investigation concerning Dr. Alaei to make sure that
25 the investigation by Chantelle Cleary and Human

BRUCE SZELEST

96

1 Resources was being conducted in accordance with
2 Dr. Alaei's rights under the UUP agreement?

3 A. That would be our expectation. I'm unaware of any
4 specific actions to verify that.

5 Q. So in other words, the President may have simply
6 relied on Chantelle Cleary and Human Resources to
7 conduct a proper investigation in accordance with
8 the rights provided to Dr. Alaei under the UUP
9 agreement?

10 A. Correct.

11 MR. CASTIGLIONE: Okay. I don't have
12 any other questions, Anthony. Thank you for
13 your time.

14 THE WITNESS: My pleasure.

15 MR. ROTONDI: Thanks, Bruce.

16 (Transcript requests are as follows.)

17 MR. CASTIGLIONE: Standard delivery,
18 E-mail only.

19 (Whereupon, the above-titled matter
20 was concluded at 12:45 p.m.)

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BRUCE SZELEST

97

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I N D E X P A G E

WITNESS:

BRUCE SZELEST

EXAMINATION BY MR. CASTIGLIONE 4

E X H I B I T S

EXHIBIT	DESCRIPTION	PAGE
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(Whereupon, no exhibits were marked.)

BRUCE SZELEST

98

C E R T I F I C A T I O N

STATE OF NEW YORK:
COUNTY OF WARREN:

I, Deborah M. McByrne, do hereby certify that the foregoing testimony was duly sworn to; that I reported in machine shorthand the foregoing pages of the above-styled cause, and that they were prepared by computer-assisted transcription under my personal supervision and constitute a true and accurate record of the proceedings;

I further certify that I am not an attorney or counsel of any parties, nor a relative or employee of any attorney or counsel connected with the action, nor financially interested in the action.

WITNESS my hand in the City of Queensbury,
County of Warren, State of New York



DEBORAH M. McBYRNE
Court Reporter

BRUCE SZELEST

99

DECLARATION/WITNESS CERTIFICATION

Case: Alaei v. State University of New York

Witness: Bruce Szelest

Deposition Date: April 12, 2021

I declare under penalty of perjury that I have read the entire transcript of my Deposition taken in the captioned matter or the same has been read to me, and the same is true and accurate, save and except for changes and/or corrections, if any, as indicated by me on the DEPOSITION ERRATA SHEET hereof, with the understanding that I offer these changes as if still under oath.

BRUCE SZELEST

Sworn to before me, this ____ day
of _____ 20____ .

[_____](print)
Notary Public.

Registration No: _____

State of _____

Qualified in _____ County.

My commission expires _____.

BRUCE SZELEST

100

DEPOSITION ERRATA SHEET

Case: Alaei v. State University of New York

Witness: Bruce Szelest

Deposition Date: April 12, 2021

Reason Codes:

1: To clarify the record

2: To conform to the facts

3: To correct transcription errors.

PAGE/LINE

CORRECTION

REASON CODE

	57:1;67:3;89:22	22:15;23:19;25:19;	45:22;49:5;56:24;	69:16,24;70:4;79:7
\$	addition (3) 43:14;	26:5;27:17;28:7,15;	57:2;87:1,23;88:6;	appreciate (1) 25:21
	55:18;79:7	29:3,8,10,19,23;30:3;	89:18	appropriate (4) 94:3;
\$185,500 (1) 83:18	additional (3) 29:7;	7,9,11,19;32:17;34:9;	alleged (7) 43:5,9,25;	95:3,5,11
\$3,916,342 (1) 83:21	66:14;77:6	13,23;35:19;38:1;	45:16;52:10;54:4;	approval (2) 33:7;
	address (3) 27:15;	39:10,12,15,20;	87:11	55:4
A	28:10,16	40:22;44:4;45:11,15;	alleges (1) 49:12	approve (7) 23:3,5;
	addressed (1) 71:11	20:46;3,8,13;47:5,16;	allowable (1) 17:6	33:10;65:14;74:13;
A-1 (11) 7:25;8:2,7;	addressing (2) 85:17;	49:13,21,24;50:4,18;	allowed (3) 18:18;	75:17;76:6
9:14,24;16:18,20,22;	89:7	25;51:16,19,21,22;	26:5;30:19	approved (4) 32:23;
17:20;18:13,25	adds (1) 26:4	52:7,13,16,19,24,24;	allowing (2) 56:2,5	56:5;76:10;90:20
A-11 (4) 33:14,24,24;	administer (1) 7:14	53:8,13,18,22,22,23;	altered (1) 42:15	approving (1) 76:16
36:1	administering (2)	54:5,7,8,19,20,22;	altering (1) 42:18	April (12) 6:9;13:5;
A-12 (1) 39:10	39:14,18	55:11,17,17;56:18;	alternate (2) 18:12;	53:12;64:3,19,24,25;
A-13 (2) 39:25;40:1	administration (8) 9:7;	24:57:9,10,15,18,19;	19:3	65:2,21;68:1;78:15;
A-3 (2) 20:17,19	70:1,6;78:12,20;	58:16,22;59:1,6,15;	alternative (37) 8:15;	92:6
A-4 (2) 22:18,19	79:16;80:1;92:4	19:60:1,20;62:4;63:1;	19:22;20:14;21:22;	Arash (35) 49:13,24;
A-6 (3) 28:20,21;	administrative (5)	64:10,19,21;65:22;	22:2;23:15,20;30:8;	50:4,5;51:19,22;52:6;
29:17	7:14,15;9:6;16:1;	66:12;67:10;68:3;	11,14;31:21,23;32:5;	7,13,16,19,24,25;
A-7 (2) 30:25;31:1	61:10	69:19;70:17;71:23;	34:16,17,25;41:3;	53:2,8,13,18,23;54:7;
ability (3) 5:14,24;	admittedly (1) 42:15	72:14,15,20,22;73:21;	47:1,16;50:5;52:8,16;	8,20,21,23,25;55:4;
60:6	advice (2) 55:24;65:3	25:74:5,20;75:6,18;	54:9,21;56:7,10,13;	11,13,17,17;56:1,2,6;
able (6) 5:23;20:2;	advised (7) 14:2,23;	18;76:7,11;77:5;78:6;	92:13,16;93:1,11,13,	10,12;94:15
26:6;83:20,23;92:2	52:10;57:21,25;	15;79:24,25;81:7;	24;94:7,18,25;95:8	area (1) 16:16
above (2) 69:7;	60:19;76:21	82:9,15;83:13;85:6;	although (1) 84:25	areas (2) 78:25;80:4
101:19	advisement (1) 38:20	86:24;87:8,13;88:15;	Ambassador (1) 29:11	around (4) 24:17;
above-mentioned (1)	advising (5) 36:22;	90:16,21;91:20;92:1,	amongst (1) 61:9	40:21;65:10;80:4
53:15	38:17;40:20;41:10;	10;94:15;95:24;96:8	and/or (2) 11:2;56:15	Article (1) 59:20
above-titled (1) 96:19	76:1	Alaei's (42) 4:12;	announcement (1)	articulate (1) 69:5
absence (1) 83:22	advisor (2) 43:15,16	11:19;13:1;14:6,19;	37:25	Asian (1) 35:13
academic (1) 34:11	advisory (8) 15:23;	15:5,16;16:2;17:21;	announcing (1) 37:3	assault (1) 43:6
access (6) 19:7,8,14;	36:12,21;37:6,19;	32:8;50:5;52:6;	annually (6) 78:7;	assignment (34) 8:15;
20:3,13,13	41:4,4;61:12	54:21;60:4,18;61:1,6,	81:3,11,15,17,23	18:12;19:3,22;20:14;
accessing (1) 20:1	Affairs (1) 78:13	17,22;62:11;63:6;	Anthony (2) 48:4;	21:22;22:2;23:15,20;
accomplished (1) 7:12	affidavit (3) 43:14;	64:4,23;65:7,9,15,24;	96:12	30:8,11,14;31:21,23;
accomplishments (1)	44:18,22	70:3;72:25;73:4,9;	anticipation (1) 6:13	32:5;34:16,17;35:1;
75:12	affiliated (3) 16:11,12;	76:7;79:13,19;83:4,	apart (1) 92:1	41:3;47:1,16;50:5;
accordance (4) 17:21;	30:20	10;84:1,8,22;86:3;	Apparently (2) 29:9;	52:8,16;54:9,21;56:7,
59:20;96:1,7	affiliation (2) 16:15;	89:17;96:2	71:5	10,13;92:13,16;93:1,
accounts (1) 47:21	30:15	Alamos (1) 29:5	appeal (1) 74:24	14;94:25
accurate (1) 5:7	again (8) 6:1;21:3;	Albany (67) 4:13,15,	appears (8) 20:21,25;	assignments (5)
accurately (1) 5:23	22:9;77:17;81:14;	16;6:23;7:5;8:8,14,	21:6;38:10,14;44:19;	93:11,25;94:7,19;
accusations (1) 26:7	85:9;86:14;95:4	18;9:23;10:1;11:11;	63:16;65:20	95:8
achievements (1)	against (6) 44:4;	14:5;27:12,22;30:4,6,	Appellate (2) 41:19;	Associate (10) 44:13;
75:12	45:16;56:24;92:20;	20;32:19,20;34:13;	45:2	68:7,10;69:10,14;
achieving (1) 80:20	93:4,17	37:15;38:19;39:13,	appoint (1) 33:2	70:3,18;78:10;79:14;
across (1) 81:12	aggressive (1) 43:18	19;40:8,11,14;42:1;	appointed (6) 33:10;	92:3
acted (2) 43:18;53:22	ago (2) 8:11;91:15	43:25;45:11,21;	34:19;35:4;37:4;	associated (1) 69:23
acting (1) 43:21	agree (3) 5:12;66:16;	46:10,14,15,16,24;	38:21;70:17	assume (11) 8:22;
action (9) 11:24;22:7;	85:4	47:3,13;49:21;50:1,6,	appointment (61)	10:2;14:20;17:23;
28:10;39:19;58:14;	agreed (1) 63:3	8,24;56:5,11;58:13,	4:13;13:25;14:19,24;	21:15;32:10;36:5;
60:8;90:20;91:16;	agreement (15)	24;59:7,18;60:3,17;	15:6,16;16:2,11;	56:19;66:6,17;76:12
95:23	16:22;17:4,10,13,14,	61:5;62:5,10;63:5;	36:22;59:23;60:4,16,	attached (2) 83:19;
actions (13) 20:3,10;	22;20:13;30:13;32:9;	64:3,9,11,17,22;	19;61:1,6,17,22,23,	84:13
43:25;44:15;45:6;	49:15;52:4,11;59:21;	78:10;81:8;82:16;	24;62:2,6,12;65:7,24;	attaching (1) 86:23
46:9,15,20;47:4,7;	96:2,9	85:9;88:14;90:15;	68:6,16,17,17,19,22,	attachment (1) 71:11
90:24;91:1;96:4	ahead (1) 23:22	92:12	25;69:2,13,19,23;	attend (1) 24:1
activities (2) 53:11,12	Alaei (156) 4:9;8:9,	Albany's (1) 49:9	70:2,3;74:11;77:10,	attended (2) 25:13;
activity (1) 86:15	15,19;9:3;10:12;	Alexander (4) 41:22;	13,14;78:5,9,15,19;	26:12
actual (3) 83:19;	11:10;12:1,8,22;13:7,	42:4;44:17;45:6	79:4,8,14,19;81:3,18,	attendees (1) 27:7
84:25;92:2	9,15,19,23;14:16,23;	aligned (1) 7:7	23;82:17,19,24;83:5;	attention (2) 54:24;
Actually (7) 20:18;	18:14,17;19:6,7,13,	allegations (12) 9:4,	84:8;85:5,7;86:4;92:2	67:14
47:7;52:19;56:22;	25;20:1,2;21:13;	10;12:13;15:19;	appointments (4)	attorney (1) 4:8

attorneys (1) 46:2 attribution (1) 88:10 August (26) 12:3; 14:7,15,20,24;15:6, 17;51:10;58:22; 59:19,23;60:4,16; 61:1,7;62:12,13,16; 68:12;82:14,17,20, 20;83:5,6;91:21 author (1) 24:14 authority (3) 13:12; 51:22;52:1 available (1) 12:17 averred (1) 43:16 awaiting (1) 55:24 awards (1) 80:12 aware (54) 12:25; 19:18,24,24;22:6; 23:1,24;5;26:14; 27:6;28:2,5;29:21; 30:13;35:20;38:24; 41:24;42:17;43:8,20; 44:2,3;45:10,15;52:4, 15;53:20;54:16,23; 55:25;63:4;64:9,16; 67:8,16;71:21;72:4,6, 9,13;87:6,20,22;88:4, 24;89:5,16;90:25; 92:16;93:11;94:8,10, 18;95:8,22	88:6;93:16;95:13 bathroom (1) 5:17 beforehand (1) 32:15 began (2) 24:18; 64:22 begin (1) 90:10 beginning (1) 46:16 behalf (3) 46:8;49:24; 57:9 behavior (3) 45:7; 68:8;70:19 behind (1) 41:6 belief (1) 91:25 besides (1) 16:3 best (4) 5:13,24; 15:23;40:16 beyond (1) 65:25 bias (2) 42:15;44:3 Bill (4) 66:23;67:2; 71:9;83:14 bizarre (1) 25:17 blank (3) 49:16;50:11, 14 board (10) 15:23; 24:16;36:12,21;37:6, 13,19;41:4,4;61:12 Bonjadi (1) 38:9 B-O-N-I-A-D-I (1) 38:10 book (2) 74:23,23 bordered (1) 43:3 both (5) 5:10,12; 35:14;47:14;71:10 bothering (1) 26:19 bottom (1) 69:22 bought (10) 91:20,21; 92:25;93:15,22;94:2, 15,20;95:2,11 box (1) 68:15 break (5) 5:16,20; 47:25;48:3;95:16 Brian (8) 19:4;28:23; 62:23;63:2,10,17; 77:2;82:1 bring (1) 85:6 brought (3) 11:15; 54:24;67:14 BRUCE (5) 4:1;6:3; 40:18;96:15;101:25 budget (1) 7:17 bureaucratic (1) 16:1 business (5) 21:17; 23:21;49:24;52:14; 53:24 buy (5) 87:5;90:1,2,7, 17 buying (2) 90:21; 92:18 bylaws (1) 15:24	13;88:19,20;89:7 called (1) 4:2 came (1) 9:6 campus' (1) 7:7 can (73) 5:9,16;6:1,7, 16;7:3,25;16:17;17:3, 8;18:24;20:16;22:17, 22;23:9;24:8;25:7,12; 27:20;28:19;29:19; 33:13,23;34:20;38:7; 39:24;40:3,24;42:3, 11,22;45:24;47:22; 48:2;49:1;52:22;54:2, 2,3;55:8;57:6;58:18; 59:17;62:19,23; 63:13;66:19;67:7,22, 23;70:24;71:14; 73:18;74:2;75:5; 77:22,24;78:3;80:10; 81:14;82:6;83:17; 85:11,20;86:16,17; 89:21;90:10;91:2,22; 92:22;93:6,19 capable (1) 62:4 capacity (1) 39:1 card (3) 19:6,8;20:2 Carleo-Evangelist (1) 36:7 case (2) 38:5;44:19 cases (1) 95:13 CASTIGLIONE (12) 4:6,7;46:5;48:2,6,9, 13,16;95:15,21; 96:11,17 cause (6) 59:14;60:1, 21;92:19;93:3,8 caused (1) 58:13 CC (1) 74:6 cease (1) 40:10 center (5) 21:17; 51:13;61:10,11,13 certain (10) 17:2; 22:9;28:16;53:3; 68:22;69:2;76:14; 77:14;82:25;88:11 certainly (3) 25:21; 26:10;27:4 certify (2) 101:19,21 cetera (1) 87:3 chain (2) 20:19;62:22 Chair (2) 68:5;78:19 change (5) 21:11,13; 22:3;67:20;68:12 changed (2) 43:1,4 changes (2) 101:19, 21 changing (2) 22:14; 43:9 Chantelle (10) 10:17; 40:1,4;41:22;44:17; 56:23;62:22;63:10; 95:25;96:6 charge (1) 15:24	charged (3) 9:18; 11:9;17:18 Charles (36) 20:24; 22:20;28:25;31:2; 37:1,17;39:11;51:8, 12,15,18;52:5,18; 53:8;54:25;55:11,14, 22;56:1,14;65:12,22; 66:6,23;67:1,8;71:3, 5,8,22;72:3,10,19; 73:20;74:6,10 Charles' (4) 36:21,24; 37:25;72:1 chatting (1) 36:18 Chief (3) 6:22;7:4; 39:1 chose (1) 60:7 citizen (3) 26:1;29:20, 24 citizens (1) 27:1 Claimant's (95) 7:24; 8:2,7;9:14,24;14:11, 14;16:18,20,22;17:9, 20;18:13,25;20:17, 18;22:18,19;24:9,10; 25:9;28:20,21;29:16; 30:25;31:1;33:14,23, 24;36:1,25;38:7,8; 39:9,25,25;41:17,17; 44:22;45:25;46:1; 47:23;48:18;50:21; 52:23;53:7;55:6,8,9; 57:7,8;58:4,19,20; 59:17,18;62:13,20,21, 21;63:11,14,15,20; 65:19,19;66:20,20; 67:19,24,25;70:24,25, 25;74:2;75:3;77:23; 81:1;82:13,14;83:10, 12;84:14;86:17,18; 87:16,25;88:19,20; 89:6,15,22,24;91:3,23 Claims (2) 4:11,12 classify (1) 35:12 clear (6) 4:16;16:4,5; 46:23;71:16;85:2 Cleary (28) 10:17,22; 40:1,4,20;41:10,22, 25;42:9,15,18,25; 43:4,9,16,17,20,24; 44:3,7,17;45:7,9; 62:22;63:2,10;95:25; 96:6 Cleary's (4) 42:23; 44:8;49:3;56:23 climate (1) 27:4 Clinical (6) 68:7,10; 69:10,14;70:3,18 close (2) 15:22;61:15 closing (2) 11:11; 61:16 code (2) 43:7;101:2 co-directors (5) 33:3,	11;37:5;52:24;53:4 coincidentally (1) 9:5 collaboration (1) 79:21 colleagues (2) 60:13; 70:8 collective (1) 17:4 College (7) 61:24; 62:7;78:12,21;79:1,8; 92:5 college's (1) 78:24 columns (1) 85:1 combination (1) 80:9 comment (1) 38:4 common (1) 18:21 communicate (1) 52:19 communicated (1) 27:11 communicating (5) 35:24;36:9;37:12; 39:13;54:20 communication (3) 53:20;55:12,15 communications (7) 52:18;53:23;54:16; 55:1,5,19;56:6 communities (1) 27:1 community (1) 25:25 compared (1) 94:1 compensation (4) 13:24,25;14:4;16:14 complaint (1) 42:5 complementary (2) 70:4;79:6 complete (2) 53:14; 71:19 Compliance (2) 49:18;84:23 complimentary (2) 62:2;69:24 complying (1) 56:12 component (1) 80:11 concern (1) 41:8 concerned (1) 25:11 concerning (38) 4:10, 12,12;8:19;9:3;10:11; 11:19,25;12:8,21; 13:18;19:2;27:7,16; 28:7,14;29:3;37:20; 38:20;39:16;40:21; 41:12,25;46:8;47:4; 50:17,24;57:19; 58:15;71:22;72:21; 75:13;80:24;87:7,13, 24;88:23;95:24 concerns (20) 24:15, 23;26:14;27:6,8,12, 15,24;28:6,17;30:2; 37:13;39:6,17,20; 42:17;43:8;72:1;88:3, 7 conclude (1) 12:12
B	B			
B-1 (2) 65:19,20 B-3 (3) 66:20,20; 67:19 B-4 (2) 70:25,25 B-6 (2) 83:12;84:14 B-8 (8) 14:11,14; 59:17,18;62:14; 82:13,14;91:23 back (18) 16:17; 17:20;36:15,23,25; 48:21;54:3;56:25; 63:3,7;64:8,11;70:24; 82:12;83:10;89:15, 23;91:23 backtrack (1) 62:18 balance (3) 82:18; 83:4;90:8 banned (1) 26:22 bargaining (1) 17:4 barred (1) 39:13 based (9) 39:5;44:21; 45:21;49:5;53:10; 68:4;70:16;76:20; 89:18 bases (1) 54:4 basically (2) 10:5; 29:18 basis (12) 9:2;20:12; 28:7;50:17;67:7,11; 71:15;74:12;76:15;				
	C			
	C-3 (7) 57:7,8;58:4,			

<p>concluded (2) 12:1; 96:20</p> <p>conclusion (3) 12:6, 10,20</p> <p>conclusions (1) 88:1</p> <p>conduct (11) 8:18;9:5; 21:17;23:20;24:6; 26:15;27:16;49:24; 50:9;62:5;96:7</p> <p>conducted (5) 12:11; 47:18;56:17;94:1; 96:1</p> <p>conducting (10) 9:19; 12:7,12;27:9,23; 28:14;44:1;52:13; 53:24;58:15</p> <p>confirm (1) 68:6</p> <p>congruence (1) 32:13</p> <p>consider (1) 80:25</p> <p>consideration (1) 76:17</p> <p>considered (4) 76:24; 88:25;89:6,9</p> <p>consistent (2) 56:7; 91:14</p> <p>consultation (1) 32:11</p> <p>consulted (1) 86:2</p> <p>contact (6) 21:17; 50:3;52:6,13;54:7,23</p> <p>contained (2) 81:21; 89:6</p> <p>content (4) 31:10,14; 75:10,14</p> <p>continue (4) 62:5; 77:19;79:10;92:2</p> <p>continued (1) 82:9</p> <p>continues (2) 26:9,18</p> <p>continuing (3) 65:11; 68:25;91:13</p> <p>contract (15) 11:17; 17:7;32:14;60:5; 66:11,18;71:18; 74:23;75:1;77:10,13; 85:17,23;90:4,8</p> <p>contracts (1) 88:12</p> <p>contributing (1) 78:24</p> <p>convenient (1) 48:8</p> <p>conversations (4) 6:13;52:17;56:1; 65:10</p> <p>convey (1) 45:19</p> <p>conveyed (1) 59:25</p> <p>coordinate (1) 7:6</p> <p>coordinated (1) 49:10</p> <p>Coordinator (3) 41:23; 42:1;44:1</p> <p>copy (2) 85:3;88:20</p> <p>Cornell (1) 40:13</p> <p>CORRECTION (1) 101:2</p> <p>correspond (2) 43:6, 10</p> <p>cost (1) 69:23</p>	<p>counsel (14) 4:25;5:3, 16,21;6:8,12;11:22; 15:8;42:6;46:13; 65:4;76:19,20;86:25</p> <p>Counseling (5) 58:21, 25;86:21,23;91:12</p> <p>count (1) 80:6</p> <p>countries (1) 27:2</p> <p>couple (3) 38:24,25; 94:4</p> <p>course (7) 16:10; 22:7;58:14;78:22; 90:20;91:16;95:23</p> <p>Court (4) 4:11;41:19; 45:2,7</p> <p>courtesy (1) 69:12</p> <p>Court's (1) 43:2</p> <p>cover (1) 17:11</p> <p>create (3) 5:5;79:24; 84:18</p> <p>created (4) 50:11,11; 66:5;79:24</p> <p>credentials (1) 35:18</p> <p>credit (1) 80:6</p> <p>cultural (4) 26:23; 27:8,24;28:8</p> <p>current (4) 6:16,20; 26:24;65:25</p> <p>currently (1) 6:18</p>	<p>December (2) 68:2; 70:15</p> <p>decided (13) 18:17; 23:8;33:1;61:13,15; 62:10;64:10;71:17; 73:24;92:1,19;93:16; 94:21</p> <p>decision (19) 11:10, 22;13:6;22:7;25:22; 33:1,2;40:15,16; 60:25;74:17,17;76:2, 22,23;82:7,22;83:3; 94:3</p> <p>decisions (3) 11:18; 20:9;74:13</p> <p>declined (1) 71:13</p> <p>defend (1) 26:6</p> <p>defer (1) 70:8</p> <p>definition (2) 43:6; 60:14</p> <p>definitive (1) 69:3</p> <p>delivery (1) 96:17</p> <p>denying (1) 43:2</p> <p>Department (20) 41:20;45:2;68:5,7; 69:25;70:6,18;78:11, 20;79:15;80:1,13,17, 18,19,20,22;85:18,24; 92:4</p> <p>depending (2) 41:2; 92:23</p> <p>Depends (2) 23:9; 75:19</p> <p>deposed (1) 7:21</p> <p>deposition (5) 5:5;6:5, 14;63:18;101:1</p> <p>designee (1) 76:12</p> <p>despite (1) 83:22</p> <p>details (3) 24:7;39:23; 49:9</p> <p>determination (29) 13:8,10,14,18,22; 15:5,14,22;19:15; 22:12,14;29:22;33:5, 21;34:12,23;59:6,13; 60:18;63:5;64:2,16; 75:16;76:6;87:23; 89:1;90:16;93:7;95:4</p> <p>determinative (1) 13:12</p> <p>determine (3) 46:24; 47:6;84:25</p> <p>determined (8) 14:6; 15:3;16:19;58:25; 88:5;93:3;95:2,10</p> <p>develop (1) 79:18</p> <p>Dias (2) 29:1,3</p> <p>difference (1) 60:9</p> <p>differences (1) 28:8</p> <p>different (2) 42:24; 58:14</p> <p>differently (1) 67:7</p> <p>differing (1) 91:19</p>	<p>Dina (1) 35:10</p> <p>directed (3) 5:2; 30:18;50:10</p> <p>directing (1) 73:19</p> <p>direction (1) 19:10</p> <p>directive (1) 19:17</p> <p>director (14) 16:3; 21:18;32:5;34:14,24; 35:1;52:3,25;53:2; 61:18,19;69:24;70:5; 79:11</p> <p>directors (8) 33:22; 34:7,19;35:2,4,5; 36:23;38:21</p> <p>directorship (1) 62:1</p> <p>disadvantage (2) 26:25;42:9</p> <p>discharge (1) 17:24</p> <p>disciplinary (21) 8:18; 9:2;11:14;16:19; 17:19;18:1,9;39:3; 47:14;59:14;92:14, 17;93:1,12,14,25; 94:7,16,19;95:1,9</p> <p>discipline (13) 11:12; 12:21;59:15;60:1,21; 92:20;93:4,16;94:3, 22;95:2,4,10</p> <p>discovered (1) 86:15</p> <p>discovery (1) 43:3</p> <p>discretion (1) 14:1</p> <p>discuss (3) 25:14; 29:12;51:2</p> <p>discussed (4) 25:24; 53:9;82:3;83:1</p> <p>discussing (5) 5:6; 37:11;62:25;64:21; 91:11</p> <p>discussion (4) 13:23; 32:6,15;63:9</p> <p>discussions (8) 13:17; 52:17;56:2;57:22; 58:1;75:13;92:8,9</p> <p>distance (1) 53:18</p> <p>distinction (2) 60:9,12</p> <p>Division (2) 41:20; 45:2</p> <p>document (11) 8:6; 14:15;29:16;44:24; 45:1;48:24;64:13; 65:3;76:13;83:15; 85:3</p> <p>documents (4) 4:21; 6:4,10;66:21</p> <p>done (7) 5:9;17:5; 32:11,11,17;41:14; 45:15</p> <p>down (10) 15:10,22; 20:17;29:7;36:2; 42:22;53:13;75:2; 84:14,15</p> <p>Dr (184) 4:9,12;8:9, 15,19;9:3;10:12;</p>	<p>11:10,19;12:1,8,22; 13:1,7,9,15,19,23; 14:6,16,19,23;15:5, 16;16:2;17:21;18:14, 17;19:6,7,13,25;20:1, 2,21;13;22:15;23:19; 25:1,5,19;26:5;27:17; 28:7,15;29:3,8,10,19, 23;30:3,7,9,11,19; 32:8,17;34:9,10,13, 23;35:19;36:21,24; 37:1,17,25;38:1; 39:10,12,15,20; 40:22;44:4;45:11,15, 20;46:3,8,13;47:5,16; 49:11,13,21,24;50:4, 18,25;51:21;54:5,7; 56:18,24;57:9,15,18, 19;58:16,22;59:1,6, 15,19;60:1,4,18,20; 61:1,6,17,22;62:4,11; 63:1,6;64:4,10,19,21, 23;65:7,9,15,22,24; 66:12;67:10;68:3; 69:19;70:3,17;71:22, 23;72:1,3,10,14,15, 20,22,25;73:4,9,20, 21,25;74:20;75:6; 76:7,7,11,11;77:5; 78:6,15;79:13,19,22, 24,25;81:7;82:9,15; 83:4,10,13;84:1,8,22; 85:6;86:3,24;87:8,13; 88:15;89:17;90:16, 21;91:20;92:1,10; 95:24;96:2,8</p> <p>drafted (1) 31:18</p> <p>drove (1) 76:23</p> <p>due (1) 36:11</p> <p>duly (1) 4:3</p> <p>duration (3) 68:11,22; 69:16</p> <p>during (22) 17:16; 20:14;21:15,21; 23:21;32:4;34:15,25; 42:9;43:21;45:12; 50:5;53:21;54:15,18, 20;57:22;63:17;90:9; 93:12;94:9;95:23</p> <p>duties (1) 10:20</p> <p>dynamic (4) 25:17,25; 26:24,24</p> <p>dynamics (2) 27:8,24</p>
E				
<p>E-1 (2) 67:24,25</p> <p>E-2 (4) 77:23;81:1; 85:6,7</p> <p>earlier (2) 36:7;84:7</p> <p>earned (1) 84:10</p> <p>ears (1) 25:16</p> <p>Eastern (3) 94:20,24;</p>				

<p>95:9 education (2) 24:19; 51:14 effect (3) 14:9,9;92:8 effected (4) 14:18,24; 23:13;30:9 effective (8) 15:6,17; 59:23;60:4,11,16; 62:12;82:17 effectively (3) 33:20; 35:1;68:24 efforts (9) 12:25;13:1; 51:2;64:17;65:6,8,15; 73:1;88:10 either (6) 30:7;37:22; 56:14;76:12;80:5; 82:4 elect (2) 60:18;82:16 elected (3) 59:22; 60:3;61:6 electing (1) 60:10 election (1) 60:15 Elizabeth (1) 28:3 else (1) 27:11 else's (1) 38:15 e-mail (98) 19:1,5,13, 14;20:3,13,18,23; 21:1,1,4,8;22:19,23, 24;23:6,24;24:11,14, 16,24;25:2,4,4,7,10; 26:18,20;28:22,24; 29:1,2,15;31:1,6,8,10, 14,17;32:7,16,23; 33:4,25;34:2,3,5,20; 36:3,4,7,22,24;37:1,2, 17;38:9,11,14,16; 39:10;40:1,3,17,46;5; 53:8,25;55:2,5,13,16; 56:8;66:25;67:25; 71:1,4,7,8,21,23;72:2, 5,16;73:1,4,10,23; 74:4,8,15;75:25; 86:19,22;91:4,6,7,10; 96:18 e-mails (12) 20:19; 24:10;28:22;29:8; 38:19,23;54:24; 55:10;62:22,24,25; 66:22 emerge (1) 25:19 emotional (1) 26:20 employed (2) 6:18; 30:20 employee (9) 30:4; 41:2;60:10;73:15; 90:11,12;92:18,20; 93:17 employees (3) 85:24; 92:24;93:4 employee's (2) 21:20; 22:3 employment (19) 6:20;7:18;11:19;</p>	<p>13:1;14:7;30:15; 60:11;63:6;64:4,11, 23;65:9,16;66:14; 77:6;81:2,21;82:9; 89:17 encompassed (1) 34:11 end (5) 26:9;36:2; 53:11;64:13;69:15 ends (1) 42:22 engaged (2) 30:21; 90:5 engagements (2) 30:21,22 engaging (1) 50:9 enrollment (1) 80:5 enrollments (2) 80:5,6 ensuring (2) 32:12; 37:14 entered (1) 49:15 Enterprise (1) 44:14 entirety (1) 8:4 entitled (2) 13:24; 66:13 environment (1) 50:12 equipped (1) 35:21 Equity (1) 49:18 ERRATA (1) 101:1 especially (1) 27:1 essentially (1) 7:19 establish (1) 32:3 et (1) 87:3 ethnicity (1) 95:14 evaluations (3) 64:14, 18;72:14 even (6) 22:10;92:18; 93:2,15;94:21;95:2 event (2) 42:25;95:6 events (2) 29:24; 30:16 evergreen (4) 77:9,10, 12,13 evolved (1) 80:4 exact (1) 40:12 exactly (2) 84:4,12 EXAMINATION (1) 4:5 examined (2) 4:3; 95:13 example (1) 68:23 Excel (6) 83:19;84:13, 16,18,19,23 excuse (5) 7:24; 45:25;59:5;65:7; 81:22 execute (1) 60:8 execution (1) 10:19 exercise (1) 14:3 exercising (3) 44:3; 59:22;82:16 Exhibit (98) 7:25;8:2, 7;9:14,24;14:11,14; 16:18,20,22;17:9,20;</p>	<p>18:13,25;20:17,18; 22:18,19;24:9,10; 25:9;28:20,21;29:17; 30:25;31:1;33:14,23, 24;36:1,24;37:1;38:7, 8;39:10,25;40:1; 41:17,18;45:1;46:1,1; 47:23;48:18;50:21; 52:23;53:7;55:6,8,9; 57:7,8;58:4,13,19,20; 59:17,18;62:14,20,21, 21;63:11,14,15,20; 65:19,20;66:20,20; 67:19,24,25;70:24,25, 25;74:2;75:3;77:23; 81:1;82:13,14;83:10, 12;84:14;85:6;86:17, 18;87:16,25;88:19, 20;89:6,15,22,24; 91:3,23 existing (1) 32:4 expect (1) 17:23 expectation (2) 32:14; 96:3 expenditures (3) 80:7, 10;84:10 experience (1) 29:12 explain (11) 6:16,20; 7:3;23:18;40:25; 42:3;49:1;78:3;80:8, 10;85:11 explains (1) 44:19 explanation (1) 38:18 express (1) 45:9 expresses (1) 24:14 extended (1) 65:25 extension (5) 68:15; 81:4,13,16,24 extent (2) 13:21,21 external (1) 84:3 eyes (1) 25:16</p>	<p>84:16 far (7) 19:18;30:12; 34:20;35:19;38:24; 45:10;56:16 favor (1) 81:18 February (47) 8:8,20, 24;9:14,23;10:12; 11:12,19;17:25;18:7, 10,12;19:2;20:20,24; 21:2,6;22:21,25; 23:14;24:12;25:1; 26:16;28:23,25;29:2, 4,9,15;31:2,20,24; 34:1;36:10;37:2; 38:10;39:11;46:3,4,4, 10,17;47:4,17;49:11; 51:9;53:11 feel (2) 26:23;67:5 feeling (2) 26:11;67:9 feelings (1) 71:22 felt (2) 41:12;42:8 female (3) 35:10,10; 94:25 females (3) 35:14,15; 94:20 few (2) 38:25;91:15 fewer (1) 94:14 file (3) 74:17,18;76:2 final (15) 11:22;22:12, 14;26:18;33:2,5,16, 21;51:7;76:13,23; 82:7,10,11;83:3 financial (3) 12:18; 47:20;61:10 find (4) 4:19;59:10; 73:6;83:17 finding (1) 59:5 findings (7) 45:1;51:2; 59:25;87:6,10;88:15; 89:18 fine (5) 12:5;13:11; 32:21;48:7,14 finer (1) 60:13 finish (1) 95:16 firm (1) 4:8 first (20) 4:2;5:8,19; 8:4,17;20:19;24:11; 26:3;28:22;29:16; 40:4,17;46:3;49:7; 53:9;60:9;62:10; 63:19;66:21;78:8 five (3) 6:25;74:18; 76:3 five-minute (1) 48:3 focus (1) 84:9 focused (1) 49:20 focusing (1) 60:15 foggy (1) 33:16 folks (3) 12:16;36:13; 38:2 followed (1) 46:15 following (6) 49:9,20; 53:16;66:1,7,16</p>	<p>follows (2) 4:4;96:16 forget (1) 42:5 form (9) 27:18;67:20; 68:13,14;69:20;74:9; 92:21;93:5,18 formally (1) 33:10 former (1) 41:22 forth (2) 36:15;76:18 forward (1) 17:14 forwarding (1) 24:13 found (5) 38:17;43:7; 45:7;72:13;86:9 fourth (1) 64:6 Friday (5) 22:22; 23:17;25:12;26:12,21 full (2) 5:8;94:13 functions (1) 7:15 funding (10) 83:16,17, 20;84:3,4,10;88:23; 89:1,8,12 funds (1) 88:4 further (3) 25:20;75:2; 86:10</p>
G				
<p>garnering (1) 84:3 gave (1) 76:2 general (6) 12:2;72:4, 7;80:3,4;85:4 generally (3) 24:3; 26:13;84:17 generated (1) 80:12 GIHHR (45) 16:3,5; 21:9,14;22:15;23:19; 24:16,17;25:15;31:4; 33:17;34:9,14;35:19; 36:9;37:2,6,13,18,19; 38:12;40:22;49:25; 50:4,10;51:15;52:6, 14,14,20,24;53:24,24; 54:8;56:2;62:1; 69:24;70:5;79:1,11; 88:11,24;89:8;92:1, 10 GIHHR's (1) 55:20 GIHHR-wide (1) 22:22 Gina (2) 35:10;37:4 gist (1) 42:10 given (5) 12:16; 15:18;16:15;55:4; 81:18 gives (1) 93:8 giving (3) 81:20; 82:23;87:2 Global (2) 16:6;51:14 goal (2) 64:7,10 goals (1) 84:7 goes (1) 39:15 Good (3) 4:7;12:23; 41:5 governs (1) 66:18</p>				

<p>Graduate (3) 85:13, 14,15 grant (3) 24:19;89:2,8 grants (9) 39:14,18, 21;80:7,10;88:10,11, 12;89:13 Grey (3) 28:3,5,11 grounds (4) 8:17;9:1; 30:12;60:25 group (1) 78:24 growth (1) 80:5 guarantee (1) 80:2 guess (3) 75:20; 82:10;95:6</p>	<p>holding (1) 23:3 hope (1) 27:5 hoping (1) 27:2 hours (1) 80:6 HR (1) 55:23 HRM-3 (6) 67:20; 68:13,14;69:20; 71:10,18 Human (35) 9:15,17; 10:2,6,18;11:2,15; 16:6;17:1;19:11,18; 29:21;32:11;47:19; 49:19;51:3;56:15,17, 21;57:15,15;58:23; 59:4,13,24;60:13,22, 24;61:2,21;70:8; 76:25;86:11;95:25; 96:6</p>	<p>71:1,3,4;74:4,5;85:23 including (1) 37:6 inclusive (1) 27:3 incoherent' (1) 43:3 incorrect (1) 70:23 increased (1) 77:17 indicate (1) 78:14 indicated (1) 81:17 indication (1) 80:21 individual (5) 9:11,12; 29:8;42:14;90:8 individuals (14) 22:20;28:24;29:1,2; 31:3,18;33:2;35:3,17; 36:14;37:18;39:16; 55:1;86:20 inform (2) 55:18; 76:22 information (14) 4:20, 21;22:4;36:18;38:1,6; 68:13;71:14,16; 73:17;76:25;84:19; 88:23;91:18 informational (1) 42:7 initial (4) 24:18;78:5; 79:19;80:5 initiated (1) 49:16 initiation (1) 77:18 initiatives (1) 7:11 injure (1) 36:16 input (6) 13:18,22; 15:2,13;31:10,13 inquire (1) 73:6 inquired (1) 55:23 inquiry (1) 49:17 Insert (2) 49:23;50:3 instance (1) 94:24 instead (1) 50:15 institute (17) 9:8; 15:11,19,22,23;16:6; 21:18,19;32:4;33:19; 52:3,6;14,15,16,18, 19,20 institution (1) 27:3 instructions (1) 91:19 integrity (2) 63:21,25 intended (2) 91:1,16 interacting (1) 49:14 interactions (2) 17:1; 36:12 interim (8) 33:3,11,21; 34:19;35:4;36:23; 37:5;38:20 intern (1) 50:10 international (3) 35:11,12;51:14 internationally-prominent (1) 36:14 interns (8) 52:20; 54:23;55:13,15,21; 56:3,6;61:9 interpret (1) 82:5 interpretation (4)</p>	<p>70:16,21;81:6;82:2 interrogation (7) 56:18;57:14,17,22; 58:1,15;63:22 intersection (1) 79:1 interviewed (3) 12:17; 28:3;56:23 interviews (1) 47:18 into (4) 49:4,15; 72:24;95:9 investigate (2) 10:3; 57:2 investigated (5) 12:14;43:24;45:22; 50:24;87:12 investigating (2) 43:11;54:4 investigation (66) 8:18;9:2,19,22,24; 10:6,10,13,16,21,25; 11:1,4,7,25;12:7,9,11, 12;16:20;17:19; 27:16,23,25;28:8,14; 40:21;41:6,14;42:9; 43:22;44:4,20;45:12, 17;46:9,17;47:3,5,11, 14,15,15;49:4,17,19; 50:17;51:2,9;53:21; 54:1,16,18;56:20; 57:18;58:16;86:8; 87:7;88:1;89:10; 93:14;94:16;95:1,24, 25;96:7 investigations (14) 10:11;18:1,4,9;39:3; 59:1;92:14,17;93:2, 12,25;94:8,19;95:9 Investigator (2) 42:20; 44:10 invitation (2) 22:21; 29:5 involve (1) 13:21 involved (19) 11:18; 13:8,22;15:2,4;18:1, 4;22:11,13;24:18; 39:2;42:5;47:20;65:6, 8,12;92:13;94:8,11 involvement (4) 11:7; 39:5;52:6;94:13 involves (1) 7:16 involving (2) 77:4,5 Iran (2) 29:13;39:17 issue (15) 10:11; 17:19;20:18;28:11; 35:25;42:13;45:22; 59:2;67:13,17;73:15; 77:4,5;80:24;91:10 issued (5) 23:15;61:3, 4;88:14;91:19 issues (21) 9:6;19:25; 25:19;26:15;27:6; 28:6;43:11;44:16; 46:24;50:23;51:4;</p>	<p>58:4;72:1;85:17,23; 86:13;88:15,16;89:1, 2,8 item (1) 42:7 IX (25) 9:25;10:4,7; 11:3;18:4;39:2;40:6, 7,10;41:23;42:1,5,19; 43:11,21;44:1,9; 45:16;47:15,19;51:3; 56:21,22;57:3;86:8</p>
<p>H</p>	<p>I</p>			<p>J</p>
<p>Haley (1) 29:12 handled (2) 24:22; 67:7 handwritten (4) 63:16, 18;64:6,7 happen (1) 20:8 happy (1) 24:21 harassment (8) 9:4, 11;10:3;12:16;15:19; 49:4,50:9;87:3 hard (1) 84:25 harm (1) 30:5 Harvey (30) 20:24; 22:20;28:25;31:2; 39:11;51:8,12,15,18; 52:5,18;53:8;54:25; 55:11,14,22;56:1,14; 65:12,22;66:6,23; 67:1,8;71:3,5,8; 72:19;74:6,10 Harvey's (1) 24:16 hate (1) 89:23 head (1) 80:5 heading (1) 83:16 Health (5) 16:6,12; 68:8;70:19;78:24 heard (2) 24:15;25:15 hearing (1) 42:25 Hedberg (8) 66:23; 67:2;71:2,9;74:5,8; 75:4;83:14 held (4) 6:24;23:4,8; 57:18 help (2) 7:6;79:18 helped (1) 79:24 helps (1) 33:22 herself (1) 44:1 higher (4) 24:19; 35:18;83:1,23 high-powered (1) 36:13 high-rank (1) 25:18 himself (3) 26:6;30:4, 19 hire (1) 80:2 hold (2) 67:22;83:11</p>	<p>idea (3) 8:21;93:24; 94:6 identified (43) 7:24; 8:2,7,19;14:14;16:18, 20;17:9;18:25;19:1; 20:16,21;22:18;24:9; 25:9;28:20;30:4,25; 33:13;39:25;41:17, 18,21;45:25;47:23; 48:17,19;52:23; 58:21;62:13,20; 63:14;65:19;66:19; 67:24;77:23;83:21; 84:7;86:16,18;88:19; 91:3;92:6 identifies (6) 53:19; 55:20;79:2,10;85:7; 86:20 identify (7) 14:11; 24:25;30:14,19; 35:15;39:15;53:7 identifying (1) 58:3 II (3) 50:2;54:6;87:24 III (1) 50:7 immediately (1) 90:10 implications (1) 41:12 implicit (1) 26:23 implicitly (1) 26:8 implied (1) 25:22 imply (1) 32:17 important (1) 41:1 impose (6) 12:21; 60:21;92:20;93:3,16; 94:22 impression (1) 75:9 improper (1) 43:25 improperly (1) 53:23 include (1) 7:1 included (4) 9:25; 67:19;68:9;83:19 includes (10) 38:9; 66:21;67:25;68:2;</p>			<p>James (11) 24:12; 25:5;29:1,3;33:25; 49:11;52:5;65:21; 68:3;71:4;74:6 January (1) 90:14 job (8) 7:3;40:13; 51:24;80:14,16; 81:22;85:16,22 Joe (1) 4:7 John (2) 6:8;29:9 joint (3) 10:5;49:17; 56:20 Jordan (1) 36:7 Joseph (1) 46:5 Judicial (1) 41:20 July (5) 86:19;90:14, 15,19;91:5 June (6) 29:6;55:11, 14,17,23,25 justify (1) 11:11</p>
				<p>K</p>
				<p>KA (3) 19:2;21:11; 86:21 Kamiar (35) 4:9;8:15; 49:21;50:18,25; 51:16,21;52:3,24,25; 53:2,22,22;54:5,19, 22;56:18,24;57:10, 19;58:22;59:1;63:1; 65:22,24;68:3;71:10, 12,15;72:10;74:5; 75:6,18,18;76:7 Kamiar's (1) 71:17 Karl (1) 21:5 Kaveh (1) 38:16 K-A-V-E-H (1) 38:16 Kevin (3) 85:8,12; 86:3 keys (4) 19:7,8;20:2, 13 Khoshnood (1) 38:16 K-H-O-S-H-N-O-O-D (1) 38:17 kind (4) 7:14;15:25; 16:13;84:11 knew (3) 20:5;22:9,10 knowledge (15) 4:19; 11:17;19:12;27:13;</p>

30:23;38:5;40:16; 45:8,13,18,23;56:9; 57:4;73:8;86:15 Korean (1) 29:11 Kristin (2) 20:20;21:2	little (2) 33:16;37:25 LLC (2) 46:2;57:9 lock (1) 17:6 long (3) 6:24;26:20; 53:18 longer (1) 90:11 look (15) 8:3,10,11; 21:9;22:23;31:5; 34:2;40:3;48:18; 62:24;66:24;77:24; 84:16;86:17;91:6 looked (1) 72:24 looking (1) 67:2 looks (4) 31:4;38:12; 78:5;84:2 Los (1) 29:5 lot (2) 37:23;38:23	may (30) 9:25;25:19, 19:28;8;32:8;34:6; 36:11;53:12;57:10, 16,18,23;58:1;71:2,5, 7,23;72:15;73:1,4,9, 24;74:7;75:4,23,25; 83:13;86:7;88:22; 96:5 maybe (3) 4:19; 92:23;94:4 mean (6) 11:1;13:10; 16:13;32:18;70:11; 84:5 means (5) 68:21; 70:12;83:23;90:4,7 meant (1) 61:2 measure (1) 80:15 meeting (25) 22:22; 23:1,4,7,16,24;24:1,3, 6;25:13,16,21;26:6, 12,16,21,22;27:9; 34:6;63:19;80:15,21; 86:3;91:12,12 meetings (2) 43:16,17 member (1) 68:23 Members (7) 24:16; 25:25;37:6,13,19,22; 41:4 memo (4) 8:22;53:25; 65:20;86:21 memorandum (5) 41:18,24;42:12; 58:21;69:8 mentoring (1) 78:23 merit (1) 12:13 metrics (3) 80:21; 84:6,9 middle (1) 63:1 might (8) 4:21;16:11; 32:16;33:15;36:6; 47:19;53:4;84:11 mind (1) 94:5 minority (1) 26:25 minute (2) 66:24; 95:16 minutes (3) 48:5,6; 91:15 mischarging (2) 88:9, 10 Misconduct (3) 48:19; 50:22;87:1 miss (1) 95:18 mistake (3) 46:25; 47:1,6 monitoring (1) 78:23 months (2) 69:17,20 more (2) 9:11;77:16 morning (1) 4:7 most (1) 53:17 motion (1) 43:2 MOU (1) 79:20 much (2) 15:21;61:8 muddles (1) 95:5	must (1) 75:24 N name (6) 4:7;6:1; 16:13;34:4;37:14; 50:15 named (2) 28:3;29:8 National (1) 29:5 nationally (1) 36:14 nature (1) 50:10 Naz (1) 38:9 necessarily (3) 16:14; 72:4;88:8 necessary (1) 79:25 need (10) 5:16;21:10, 23;34:6;48:1;53:15, 16,17;55:18;61:19 needed (1) 21:12 New (12) 4:10,10,16; 16:23;17:15;34:6; 35:2,5;41:19,23; 69:15;80:12 next (4) 23:16;74:15; 76:1;79:5 Nikki (1) 29:12 nine (2) 69:17,20 NOD (2) 63:22;69:4 non-Middle (3) 94:20, 24;95:9 non-paid (1) 62:2 non-renew (17) 13:1, 6,8,14;60:6;64:23; 65:7,9,15;67:10; 72:15,20;73:20;87:4; 89:25;90:5,16 non-renewal (24) 23:12;30:8;31:22; 63:21,25;64:14,18, 21;66:2,8,17;67:3; 72:25;73:16;74:10, 13;75:11,17;76:6,11, 11,16;77:4;92:18 non-renewals (2) 66:18;73:14 non-renewed (13) 65:24;66:12;73:25; 81:8;82:9;92:25; 93:15,22;94:2,15,21; 95:1,12 non-renewing (4) 60:10;65:11;71:22; 72:21 non-stipendiary (1) 79:6 Nope (1) 58:2 North (1) 29:10 note (1) 63:19 notes (6) 18:13;63:16, 18;64:6,7;95:17 notice (3) 66:1,7,16 notification (2) 74:24; 75:20	notified (2) 91:21; 94:11 November (3) 41:21; 44:18;68:11 number (9) 22:20; 28:25;31:3;48:20; 49:22;50:2;68:15; 77:14;83:21 numbers (2) 84:4,12 Numeral (6) 49:22; 50:2,2,7;54:6;87:12 Numerals (2) 50:21; 87:24 nutshell (1) 61:8
L L-2 (4) 47:23;48:18; 54:3;87:17 L-4 (3) 63:14,15,20 Laboratory (1) 29:6 laid (2) 91:12,17 language (5) 66:17; 80:25;81:6,19;82:2 last (2) 34:20;91:12 lasts (1) 68:21 later (2) 13:11;85:14 law (1) 4:8 lawsuit (1) 4:9 leadership (3) 25:13, 14;32:3 leaned (1) 43:18 learn (1) 8:17 learning (1) 50:13 least (3) 32:14;81:2, 20 leave (2) 40:14,15 Lecturer (3) 78:11; 79:15;92:4 led (2) 9:7;10:17 left (3) 38:5;40:12; 54:22 legal (1) 6:12 letter (63) 8:3,8,20,24; 9:14,15,23;10:11; 11:13;13:3,25;14:15, 18,22;18:13;19:3; 23:15;31:23,25;57:8, 12,14;58:3,5,8,12,15, 20;59:18,19;62:13; 65:20;67:2;68:2; 70:15;71:11,13;75:3, 7,10,14,18,22,23; 76:8;77:24;78:1,4,5, 8;79:17;81:22;82:11, 15;83:13;85:5,7,7; 86:4;88:21,22;89:7; 92:7 letters (3) 46:2,7,14 level (1) 83:1 liaison (1) 7:9 Liesl (1) 68:1 lieu (1) 80:1 light (1) 9:7 likely (2) 33:5;37:12 limited (1) 92:9 line (3) 55:12;64:6; 83:22 lines (1) 83:18 listed (1) 53:10 listing (1) 65:4 lists (1) 75:12	M maintain (1) 63:21 maintained (1) 21:21 maintaining (3) 5:7; 39:6;63:24 major (1) 7:10 makes (3) 11:22;53:3; 84:4 making (8) 7:11; 11:18;15:4;17:18; 29:22;64:10;67:6,9 males (1) 95:10 malfeasance (1) 12:18 Management (19) 9:16,18;10:7;11:2; 19:11,19;29:22; 44:14;49:19;56:17; 59:5;61:11;68:8; 70:19;77:1;86:12,13; 88:4,13 managing (1) 7:17 manner (3) 25:22; 26:22;43:19 many (2) 93:24;94:6 March (9) 13:4;40:2, 21;46:6;53:9,11,21; 62:23;63:7 marked (5) 39:9;57:7; 58:18;63:15;89:22 Marshall (2) 20:20; 21:2 M-A-R-S-H-A-L-L (1) 20:21 materials (2) 8:11,12 matrix (1) 79:18 matter (19) 13:12; 25:11;30:12;37:20; 38:3;40:18;41:1,6,10, 21;44:5,16,17;45:6; 55:24;57:3;90:22; 94:12;96:19 matters (3) 6:9;18:22; 19:22	may (30) 9:25;25:19, 19:28;8;32:8;34:6; 36:11;53:12;57:10, 16,18,23;58:1;71:2,5, 7,23;72:15;73:1,4,9, 24;74:7;75:4,23,25; 83:13;86:7;88:22; 96:5 maybe (3) 4:19; 92:23;94:4 mean (6) 11:1;13:10; 16:13;32:18;70:11; 84:5 means (5) 68:21; 70:12;83:23;90:4,7 meant (1) 61:2 measure (1) 80:15 meeting (25) 22:22; 23:1,4,7,16,24;24:1,3, 6;25:13,16,21;26:6, 12,16,21,22;27:9; 34:6;63:19;80:15,21; 86:3;91:12,12 meetings (2) 43:16,17 member (1) 68:23 Members (7) 24:16; 25:25;37:6,13,19,22; 41:4 memo (4) 8:22;53:25; 65:20;86:21 memorandum (5) 41:18,24;42:12; 58:21;69:8 mentoring (1) 78:23 merit (1) 12:13 metrics (3) 80:21; 84:6,9 middle (1) 63:1 might (8) 4:21;16:11; 32:16;33:15;36:6; 47:19;53:4;84:11 mind (1) 94:5 minority (1) 26:25 minute (2) 66:24; 95:16 minutes (3) 48:5,6; 91:15 mischarging (2) 88:9, 10 Misconduct (3) 48:19; 50:22;87:1 miss (1) 95:18 mistake (3) 46:25; 47:1,6 monitoring (1) 78:23 months (2) 69:17,20 more (2) 9:11;77:16 morning (1) 4:7 most (1) 53:17 motion (1) 43:2 MOU (1) 79:20 much (2) 15:21;61:8 muddles (1) 95:5	ones (1) 60:24 one's (1) 10:20 one-year (1) 14:3 only (9) 16:13;17:11; 29:23;36:4;38:24; 81:7,7;94:23;96:18 opening (1) 14:12 operation (1) 16:1 opinion (4) 45:10; 62:5;82:2,4 opinions (3) 45:20;	

72:21;77:1 opportunities (1) 24:20 opposed (2) 68:23; 90:12 options (2) 65:5;76:18 order (6) 41:18,25; 42:12;43:2;53:14; 71:18 organized (3) 25:13, 22;26:22 origin (2) 35:11,12 others (5) 24:21;34:1; 40:2;68:1;91:5 otherwise (3) 5:2,12; 70:15 out (24) 4:19;32:7; 61:15,16;73:6;74:25; 87:5;90:1,2,7,17,21; 91:12,20,21;92:18, 25;93:15,22;94:2,15, 20;95:2,11 outline (1) 84:19 outlined (1) 11:23 over (5) 11:7;42:18; 51:3,22;83:23 overseeing (5) 10:21, 24;11:1;56:12;85:23 overtake (1) 95:23 Overview (2) 49:8; 85:16 own (3) 15:21;40:15, 16	participated (1) 10:15 particular (1) 71:25 particulars (2) 38:4; 92:23 parties (1) 33:19 passed (1) 11:4 past (1) 17:1 path (1) 15:10 paths (1) 11:23 pause (1) 93:8 pay (2) 82:18;83:4 paying (1) 82:23 pays (1) 90:8 people (13) 11:2; 12:11;21:16;27:9; 28:14;36:20;37:5; 53:16,19,24;55:20; 85:18;94:1 Per (6) 34:20;60:5; 71:19;72:5;90:3,8 percent (1) 53:3 perform (1) 41:6 Performance (2) 64:13,18 performed (1) 17:21 period (1) 60:6 permission (1) 24:13 permitting (1) 49:23 perpetuity (1) 68:25 person (8) 24:25; 25:18;28:2;30:13; 42:8;53:17;57:2; 93:13 personally (2) 37:21; 94:10 personnel (8) 26:16; 27:15;32:7,16;47:13; 58:13;64:17;72:13 perspective (1) 88:13 pertains (1) 66:10 Petitioner (2) 43:14,18 Petitioner's (1) 43:2 Phillips (1) 79:22 phrase (1) 94:10 phrased (1) 93:9 phrasing (1) 42:23 physically (1) 43:17 place (4) 17:16; 26:24;27:8;35:2 placed (3) 8:15;32:5; 90:24 Plaintiff's (4) 7:24; 29:16;45:25;58:12 plan (2) 7:8;87:2 planned (1) 53:12 please (11) 4:23;5:7, 13;21:24;23:10; 37:10;40:24;46:11; 85:20;87:15,18 pleasure (3) 68:5; 78:9;96:14 pm (3) 31:3;71:8; 96:20	point (12) 14:8;18:5; 21:13;34:13,18; 44:11;47:8;63:5; 86:8;87:7,11;90:14 pointing (1) 84:2 points (2) 87:12,15 policies (8) 11:11; 45:21;49:21;54:6; 59:7,11;60:3;87:2 policy (14) 45:12; 49:23;50:3,9;60:20; 68:8;70:1,6;78:12,13, 20,24;79:16;92:5 political (1) 27:4 politically-at-risk (1) 24:20 portrays (1) 42:24 posed (1) 5:18 position (8) 6:20,24; 51:22;52:1;81:19; 85:9,12;92:3 positive (1) 53:5 possibility (1) 42:14 possible (10) 4:11; 11:23;41:7,14;49:20; 54:5;81:3,13,16,24 potential (4) 9:5;84:3, 10;86:13 potentially (3) 35:13; 36:16;82:5 practically (1) 67:4 practice (2) 38:3; 90:23 precluded (1) 39:22 predates (1) 53:25 preparation (1) 8:12 preparing (1) 74:20 presence (2) 18:15,18 present (1) 43:15 presented (4) 4:24; 5:15,24;43:14 preserving (1) 4:25 President (42) 6:22; 7:4,16;11:21;14:2; 15:9;19:24;22:6,10, 13;24:5;30:18;31:13; 32:23;33:7,9,18;39:2; 44:13;45:10,14; 57:25;58:6;65:13,14; 67:16;72:6,9;73:8; 74:16;75:17;76:1,5, 10,24;89:17;90:19, 25;91:11,17;95:22; 96:5 presidents (2) 7:6,10 President's (9) 10:24; 11:3,6;19:10,17;23:3; 44:9;76:15,22 prestigious (1) 27:3 pretty (1) 15:21 previously (30) 7:23; 8:1,13;14:11,13;17:9; 18:25;22:18;24:8;	26:14;28:19;30:25; 39:24;41:16;45:24; 47:22;48:17;52:22; 53:6;57:6;58:18; 62:20;63:13;65:18; 67:24;77:22;88:18; 89:21;91:3,24 primary (6) 7:9;9:8, 18;53:10;61:23;79:13 prior (4) 8:21;36:21; 56:19;85:5 priorities (2) 7:7,8 priority (3) 40:19,22; 41:11 prison (1) 29:13 private (3) 29:20,24; 30:16 Probably (3) 8:21; 22:10;87:9 probe (1) 4:19 problem (2) 5:18; 48:13 procedural (1) 17:2 proceed (1) 91:18 proceeding (1) 91:11 process (7) 11:15; 25:23;46:15;74:16, 24,24;79:20 profaned (1) 27:2 professional (3) 16:15;35:18;79:7 Professions (3) 16:24; 17:5,15 Professor (11) 68:7, 10;69:10,14,25;70:3, 5,18;78:11;79:14; 92:3 programs (4) 39:14, 16,18,21 progression (1) 75:20 prohibited (1) 19:25 projected (2) 26:8; 83:17 proper (1) 96:7 proposed (2) 22:7; 23:2 protect (1) 37:14 protecting (1) 39:6 protocol (2) 57:1; 94:13 provide (5) 13:17,22; 15:2;16:14;61:2 provided (3) 24:19; 38:1;96:8 provides (1) 88:22 providing (1) 78:25 provisions (1) 59:15 Provost (23) 15:7; 33:6,18;34:10;36:17; 37:22;38:11,17; 51:13;65:12,21;67:4, 6;71:11,17,20;73:24; 74:9,13;75:25;79:21;	85:8,14 Public (10) 16:12; 69:25;70:6,19;78:11, 13,20;79:15;80:1; 92:4 pull (1) 91:22 purpose (2) 23:23; 87:4 purposes (2) 4:25;5:6 pursuant (2) 11:12; 17:3 pursue (2) 65:5;86:10 pursued (1) 7:12 put (3) 35:2;47:16; 76:18
Q				
quality (4) 35:18; 72:24;73:3,9 quickly (2) 48:21;75:5 quite (2) 25:15;26:21				
R				
race (2) 35:7;95:14 racial (3) 26:24;27:8, 24 racism (1) 27:15 raised (20) 9:1;26:14, 15;27:7;28:5,6,11; 30:2;37:13;39:20; 42:18;43:9,17;44:16; 45:6;50:23;58:4; 63:2;72:1;88:3 raising (1) 46:8 ran (1) 61:13 Randy (19) 9:16; 10:20;11:14;15:7; 17:24;46:6;57:10; 58:23;71:3,5;77:1; 82:1,22;86:11,19,23; 88:21,25;91:5 rank (2) 68:9;69:10 rather (5) 25:17; 26:20;81:23;88:11; 94:11 rationale (1) 61:3 reach (1) 83:23 read (5) 13:25;25:8; 37:24;49:7;58:8 reading (4) 22:24; 57:11;58:11;81:19 really (3) 34:4;57:24; 86:25 reappointed (1) 77:19 reappointment (1) 81:9 re-ask (1) 21:22 reason (5) 5:22;69:1; 74:14;91:25;101:2 reasoning (1) 76:15 reassignment (1)				

21:16 recall (51) 8:14;9:1; 10:5;11:25;12:4,5,6, 20,25;13:13;14:5,14, 22;15:12,16;16:2; 20:9;22:24;23:25; 25:3;34:3;36:8,20; 40:20;46:13,19,23; 47:2;52:1;56:16; 57:11,21;58:24;59:9, 24;64:22;65:8;74:20; 75:6;77:4,8;79:23; 83:2,8,9;84:15;86:7; 91:7,9,10;93:21 receive (1) 37:18 received (5) 37:21; 38:23;49:10;78:15; 90:9 receives (1) 68:24 receiving (5) 25:3; 34:3;38:19;58:14; 76:7 recess (2) 48:15; 95:20 recipient (6) 20:22,25; 21:3,7;31:4;38:13 recipients (1) 74:6 recollect (6) 12:24; 23:18;42:2;46:18; 58:10,10 recollection (12) 19:20;23:23;31:8; 41:10;42:3;50:16; 57:17;75:15;82:21; 83:7,8;95:5 recommend (3) 65:23; 71:15;73:15 recommendation (12) 6:8;11:23;33:16; 65:3;67:3,6,10;68:4; 72:20;73:20;90:23; 91:16 recommendations (3) 15:8;76:18;89:16 recommended (1) 90:24 recommending (2) 71:12;72:10 reconsidered (1) 46:20 record (7) 5:1,7,11,12; 6:2;50:14;69:5 recreate (2) 64:15,17 rectify (1) 44:16 refer (38) 10:9;14:10; 16:17;17:8,13;18:24; 20:16;22:17;28:19; 30:24;33:13,23;38:7; 39:24;41:16;42:11; 45:24;47:22;52:22; 53:6;54:2,3;55:8; 57:6;58:18;59:17; 60:12;62:19;63:13;	66:19;67:22,23; 70:24;74:2;77:22; 86:16;88:18;91:2 reference (3) 4:14; 16:4;36:11 references (6) 21:11, 13,21;22:2,3,14 referred (2) 72:7; 87:25 referring (22) 4:15; 10:10;16:5,25;17:10, 14;21:9;23:16;25:8; 31:1;33:24;36:6,25; 55:10;63:24;66:9; 68:19;79:20;84:1; 87:16;90:1;91:4 refers (9) 16:22;19:5, 13;24:24;34:5;69:18; 84:13;89:25;90:3 Refki (1) 37:3 R-E-F-K-I (1) 37:3 reflect (1) 70:16 reflected (11) 9:22; 35:25;55:2,5;62:12; 63:11;69:19;71:23; 72:15;73:1,23 reflecting (1) 82:16 reflects (2) 57:14;69:2 refresh (2) 50:16; 57:16 refugee (1) 29:11 regarding (18) 12:13, 20;15:13;26:15;29:4; 36:9;37:2;51:4;52:5; 58:16;59:1;87:8,11; 88:6,15,16;89:1,17 Reilly (1) 6:8 reinstated (1) 78:7 relate (1) 84:6 related (1) 78:25 relied (1) 96:6 relieved (2) 19:6,13 re-looking (1) 46:24 remaining (4) 14:19; 82:19,24;83:4 remarks (1) 69:22 remember (5) 8:10; 42:10;84:17;90:22; 92:8 remind (1) 87:14 remove (3) 20:13; 21:20;22:2 removed (5) 19:8; 20:2;34:14,24;35:1 rendering (1) 42:24 renew (3) 13:19;64:3; 71:17 renewal (3) 68:6,16; 69:15 renewals (1) 71:1 renewed (5) 71:13,15; 72:11;81:10,15 repeat (4) 37:10;	46:11;87:18;89:3 rephrase (1) 5:15 replicate (1) 27:4 reply (1) 75:11 report (17) 44:8,12; 48:20;49:3,7,8,9,10, 12,16;50:22;51:7; 55:12,15;56:19; 78:19;88:9 reported (4) 42:16,19; 43:10;49:13 reporting (1) 11:3 reports (3) 33:17,20; 44:13 representative (2) 29:20,25 represented (1) 33:3 representing (1) 30:10 represents (1) 4:9 reputation (4) 36:16; 37:14;39:7;41:13 Request (2) 67:20; 68:13 requests (1) 96:16 require (1) 25:19 required (1) 83:17 requirement (1) 80:14 requirements (1) 53:10 research (11) 33:18; 65:13;69:25;70:5; 78:10;79:14;80:6,10, 12;84:9;92:3 Resource (11) 9:15; 10:6;11:2;19:11,18; 29:22;49:19;56:17; 59:5;76:25;86:12 Resources (24) 9:17; 10:2,18;11:15;16:7; 17:2;32:11;47:19; 51:3;56:15,21;57:15, 16;58:23;59:13,25; 60:13,23,24;61:2,21; 70:9;96:1,6 respect (1) 83:16 respond (2) 5:13,23 responding (2) 36:21; 38:11 responds (2) 55:23; 67:1 response (17) 37:17; 39:20;43:1;45:6; 48:20;49:10;50:22; 55:22;63:1;69:6; 71:25;74:19,21,25; 75:22,23;76:4 responses (1) 37:19 responsibilities (6) 7:3,18;17:24;79:3; 85:23;92:6 responsibility (4) 9:19; 10:19;34:8,11 responsible (5) 32:12;	33:20;56:11;78:22; 85:17 restate (1) 85:20 result (4) 12:7,9; 63:19;94:16 resulted (2) 49:17; 92:17 Rethemeyer (3) 21:5, 8;33:15 R-E-T-H-E-M-E-Y-E-R (1) 21:5 retire (1) 69:1 review (9) 6:4,5,10; 46:7;74:16,18;76:2; 77:25;89:12 reviewed (8) 6:7;47:3; 58:5;75:10,14;81:3, 17,23 reviewing (1) 47:20 right (6) 48:3;59:22; 74:25;79:12;82:16; 91:14 rights (4) 17:21;32:8; 96:2,8 Risk (1) 44:14 Rockefeller (7) 33:17; 61:24;62:6;78:12,21; 79:8;92:5 role (2) 42:19;44:9 Roman (7) 49:22; 50:2,7,20;54:6;87:11, 24 ROTONDI (7) 27:18; 48:5,14;92:21;93:5, 18;96:15 run (3) 7:15;15:20; 61:11 running (1) 35:19	67:23;74:22;80:25; 81:18;83:11,15,22 security (2) 81:2,20 seeing (4) 8:10; 57:11;72:5;75:7 seek (2) 14:3;64:22 seeking (3) 54:25; 71:16;72:14 seem (1) 26:1 Selchick (12) 19:4,5; 28:23;29:15,18; 62:23;63:2,10,17,24; 77:2;82:1 S-E-L-C-H-I-C-K (1) 19:4 semester (1) 78:23 sending (4) 25:10; 46:14;91:7,9 sense (1) 12:2 sensed (1) 24:15 sent (12) 31:2,11,14, 18,23;32:1,7,24;37:5; 46:7;71:9;75:18 sentence (1) 40:17 sentiments (1) 38:15 separates (1) 69:1 separation (5) 49:15, 25;50:6;54:11;90:10 series (3) 28:21;46:1; 66:22 serve (1) 79:10 service (2) 69:1;78:25 session (2) 25:17; 58:25 set (1) 34:6 seven (1) 43:13 several (7) 8:11; 24:15;29:2;49:12; 55:20;66:21;86:20 sexual (13) 9:4,10; 10:3;12:16;15:18; 43:6;48:19;49:4;50:8, 10,22;87:1,3 sexually-hostile (1) 50:12 share (2) 7:25;25:12 shared (1) 42:6 sharing (1) 36:18 sheet (3) 83:19; 84:13;101:1 sheets (4) 84:16,18, 20,23 shipshape (1) 61:11 shocked (1) 25:15 short (1) 25:23 show (5) 24:8;39:9; 65:18;87:14;89:21 showed (2) 49:5; 56:20 showing (7) 7:23;8:1; 14:13;17:11;48:17; 63:14;84:22 shown (1) 71:10
--	---	--	--	---

side (5) 10:18;25:20; 42:6;47:19;20 sign (4) 71:13,18; 72:19;73:20 signed (5) 74:9;75:6; 76:13;82:10,15 significantly (1) 42:24 silo (1) 15:20 similar (4) 26:21; 87:10,21,23 simply (2) 5:9;96:5 sit (2) 29:10;83:2 situation (6) 15:18; 34:21;36:19;67:5; 72:4,7 situations (2) 93:21; 94:1 six (1) 53:19 Skype (1) 55:19 slowly (2) 8:4;48:21 sn (1) 29:4 so-called (1) 27:2 somebody (5) 38:15; 48:12;60:6;90:4,5 somehow (1) 42:8 sometime (1) 8:23 sometimes (1) 8:23 somewhere (1) 70:14 Sommer (6) 4:8;46:2; 57:9;88:21,22;89:7 soon (4) 41:7,14 sorry (14) 6:1;23:22; 26:19;32:20;38:8; 45:4;47:2;51:6;69:4; 80:18;81:14;89:3,23; 90:15 sort (1) 30:5 sounds (4) 34:25; 69:12;74:25;75:11 speak (3) 5:20;29:5; 88:13 speaking (4) 26:13; 29:24;30:16,21 specific (4) 39:19; 41:9;74:14;96:4 specifically (11) 5:2; 9:16;42:12;49:12; 53:7;55:10;68:14; 83:12;90:22;91:4; 93:23 specifics (2) 66:10; 80:3 spoke (1) 28:13 spring (2) 13:2;78:23 springs (1) 94:5 Staff (14) 6:22;7:4,16; 20:4;23:18;32:19,20; 39:1;50:4;52:7,14,20; 54:8;88:11 stage (1) 47:11 standard (4) 57:1; 66:17;80:15;96:17 standards (3) 79:23; 80:16,20 Stark (31) 9:16;10:20; 22;11:14;15:7;17:24; 46:6;57:10;58:23; 71:3,5;77:1;82:1,15, 22;86:11,19,23; 87:10,21,22;88:5,21, 23,25;89:5,9,16,24; 91:5,8 Stark's (2) 87:6;90:18 start (2) 16:19;69:15 started (1) 44:20 starting (3) 13:4;26:4; 65:15 starts (2) 78:18;83:15 State (9) 4:10,11,15; 6:1;16:23;17:15; 41:19,23;70:14 stated (2) 63:17;91:24 statement (8) 41:15; 74:19,21;76:3;88:14; 90:18;91:15;93:7 statements (1) 45:19 states (16) 21:10; 24:13;29:18;39:12; 42:23;43:13;49:8; 53:14;55:17,20; 59:20;63:20;68:10; 74:8,15;86:22 stating (2) 68:3;83:3 Status (3) 67:20; 68:12;86:7 stayed (1) 32:13 Stellar (19) 24:12; 25:5;33:6,25;34:5; 35:24;36:8,17;37:12, 22;38:11,17;49:11; 52:5,10;65:21;68:3; 71:4;74:6 Stellar's (2) 34:8,10 stenographer (1) 5:4 step (3) 17:6;74:16; 76:1 steps (3) 17:2;27:14; 28:16 still (6) 27:20;30:11; 34:17;40:7;90:5; 95:11 stipend (7) 68:11; 69:7,9,11;70:7,11,17 strategic (2) 7:8,8 streamline (1) 15:25 strike (15) 6:17;15:3, 12;23:6,25;31:16; 33:8;41:8;44:7; 54:17;67:21;73:18; 77:8;82:6;87:21 strong (1) 26:23 strongly (1) 26:25 struggle (1) 86:24 student (11) 24:14,17, 25;25:2;26:4,9;42:4; 43:7;50:10;61:9;80:6	students (13) 23:19; 24:20;26:14,15;27:7; 49:13,14;50:4;52:7, 14;54:8;61:9;78:23 student's (1) 50:15 Studies (4) 51:14; 85:13,14,15 sub (7) 37:1;38:8; 74:3,4;75:3;89:22; 91:3 subject (11) 22:21; 31:3;55:12,14;57:2; 65:22;71:2;92:25; 93:13;94:25;101:19 submit (2) 74:19;76:3 submitted (2) 75:22, 23 subordinate (2) 53:1,2 subsequently (2) 76:10;91:20 substantiated (1) 12:15 success (2) 80:22; 84:2 SUNY (72) 4:13,14; 7:4;8:8,14,17;9:23; 10:1;11:11;14:5; 21:21;22:2;26:16; 27:12,14,22;30:4,5, 20;32:6,16,18,20; 34:13,23;37:14; 38:19;39:19;40:7,11, 14;42:1;43:25;45:5, 11,21;46:10,14,15,16, 19,23;47:3,13;50:24; 56:5,11;58:13,24; 59:7,18;60:2,3,17,20; 61:5;62:5,10;63:5; 64:3,9,11,17,22; 72:13;81:8;82:16; 85:9;88:14;90:15; 92:12;94:9 supervising (1) 7:16 supervision (2) 85:19, 25 supervisor (3) 51:15, 18;73:15 supervisory (1) 10:19 support (3) 64:14,18; 88:6 supporting (1) 38:14 Supreme (3) 41:19; 43:2;45:1 sure (23) 7:11;16:10; 17:18;21:25;23:11; 34:10,15;35:12; 37:11;46:12;48:13; 63:6;64:8,10;72:8; 75:21;85:21;87:19; 89:4;94:17;95:17,19, 24 surprise (1) 41:11 surprised (3) 40:23, 24,25 Susan (1) 79:22 swear (1) 5:4 sworn (1) 4:3 SZELEST (10) 4:1; 6:3,4;31:5,7;33:25; 48:23;66:25;95:22; 101:25 T talk (2) 5:16;48:1 talked (2) 27:22;72:18 talking (2) 5:10;82:11 target (1) 83:24 tasks (2) 53:15;79:3 taught (1) 16:10 teaching (1) 78:22 temp (1) 68:16 ten (1) 94:14 tenure (1) 68:24 term (14) 68:16,17,20; 69:3,16,19;70:10; 71:1;77:9;78:6;82:19, 24;83:5;90:6 terminate (12) 14:6; 15:5;59:22;60:3,11, 16,18,25;61:6;62:11; 63:6;82:17 terminated (3) 14:23, 24;15:17 terminating (1) 61:17 termination (4) 14:19; 65:25;66:18;91:25 terms (4) 10:19; 56:12;86:4;88:13 testified (1) 4:3 Thanks (1) 96:15 therefore (2) 30:9; 38:2 third (4) 21:1;26:19; 41:20;45:2 though (7) 22:10; 34:22;92:19;93:2,15; 94:21;95:2 thought (2) 61:12; 63:3 thoughts (1) 72:21 three (10) 50:20,23; 51:4;77:15,16,18,20; 79:6;80:4,9 three-year (1) 78:6 times (1) 83:23 Title (25) 9:25;10:4,7; 11:3;18:4;39:2;40:6, 7,10;41:22;42:1,5,19; 43:11,21;44:1,9; 45:16;47:15,19;51:3; 56:21,22;57:3;86:8 today (5) 4:18;5:6,22; 6:4;8:12 today's (1) 6:14 told (1) 25:4	took (4) 28:10;44:15; 45:5;63:19 top (5) 23:10;40:19, 22;41:11;48:22 totally (1) 25:18 touch (3) 53:15,17,18 toward (1) 43:18 towards (1) 42:22 tracking (1) 7:10 transactions (1) 47:21 transcript (4) 5:5; 96:16;101:20,22 transmittal (1) 69:8 transparently (1) 25:24 travel (1) 26:21 treatment (1) 47:5 true (2) 101:20,22 truthfully (1) 5:23 try (3) 5:15;64:17; 73:6 two (34) 9:8;13:24; 16:11;24:10;26:3; 33:2;35:3,7,17;38:20; 48:5,6;66:13,15; 69:17,20,23;70:4; 77:6,15,15,17,19; 78:17;80:24;81:2,9, 20;82:8;83:18;86:4; 87:11,14;94:4 type (4) 5:10;68:17, 20;69:12 types (6) 18:21;19:21; 27:11;28:16;29:23; 38:19 typical (4) 19:21; 21:20;22:1;73:14 U ultimate (2) 11:9; 13:18 ultimately (6) 11:21; 12:12;13:14;14:6; 58:25;93:2 Umm-hmm (1) 4:17 UN (1) 29:11 unaware (1) 96:3 uncomfortable (2) 67:5,9 uncovered (1) 12:18 under (11) 5:5;11:17; 17:22;32:9;41:2; 43:11;59:14;85:18, 24;96:2,8 underlined (1) 71:12 understood (1) 20:8 undertake (1) 92:5 undertaken (1) 20:4 undertaking (1) 46:21 undertook (1) 39:19 uneared (1) 9:6 unease (1) 61:9
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Unfortunately (1) 39:12 unfounded (3) 87:2, 24;89:19 United (3) 16:23;17:4, 15 University (57) 4:15, 16;6:8,23;7:10;11:17, 22;14:2;15:8;16:23; 17:3,5,15;18:15,19; 20:4;25:14,20;26:2, 11;29:21,25;30:10, 15;32:13,19;36:17; 37:23;38:4;39:12; 40:13;41:5,23;42:6; 44:15;49:9,16,21,25; 50:6,8;54:6,12;59:21; 60:5,7;61:13,14;65:4; 76:19,20;78:10; 82:18;83:3;90:6,7,12 University's (1) 39:7 unlawful (1) 86:14 unless (5) 5:1,11; 81:9,21;91:19 unpaid (1) 70:12 unreasonable (1) 43:4 unrest (1) 61:8 unsatisfactory (1) 38:18 unsure (2) 70:8;75:19 unwelcome (1) 50:9 up (9) 23:9,9;29:14; 34:6;48:21;60:7; 69:7;91:23;95:16 update (1) 38:12 updates (1) 36:9 upon (4) 39:5;53:10; 89:18;92:23 upside (1) 84:15 use (2) 88:4;89:12 used (1) 71:14 usually (1) 39:2 UUP (13) 17:13,22; 20:12;30:12,13;32:9, 13;59:14,21;66:10; 68:16;96:2,8	violated (6) 11:10; 32:8;45:11,21;59:10; 88:12 violating (1) 59:6 violation (4) 49:14; 50:8;60:2,20 violations (4) 49:20, 23;50:3;54:5 violence (1) 87:3 vis-à-vis (1) 26:7 voice (1) 43:17 volunteer (1) 69:23 Volynsky (1) 37:4 V-O-L-Y-N-S-K-Y (1) 37:4	worked (1) 86:24 working (5) 39:21,22; 50:12;74:18;76:3 workplace (1) 87:3 works (1) 48:9 writing (4) 41:5;65:23; 71:9;86:24 wrong (3) 32:17; 46:21;47:7 wrongly (1) 32:16	85:9;92:6 2015 (1) 83:20 2017 (18) 7:1,19; 44:20;51:19;53:9,21, 25;54:21,25;55:11, 14,17,23,25;56:10; 68:11;70:15;83:20 2018 (112) 6:9;7:1, 19;8:8,20,24;9:15,23; 10:12;11:12,20;12:3; 13:2,5;14:7,16,20,25; 15:6,17;17:16,25; 18:7,10,12;19:2; 20:20,24;21:2,6; 22:21,25;23:14; 24:12;25:1;26:16; 28:23,25;29:2,4,6,9, 15;31:2,20,24;34:1; 36:10;37:2;38:10; 39:11;40:2,21;46:3,4, 4,6,10,17,21;47:4,17; 49:11;51:10,16; 54:19;57:11,16,23; 58:1,22;59:19,23; 60:4,17;61:1,7;62:13, 16,23;63:7;64:3,19, 25;65:2,21;68:1,2; 71:2,6,8,23;72:16; 73:1,4,10,24;74:7; 75:4,23,25;82:15,20; 83:13;85:9;86:7,20; 88:22;90:15,20;91:5, 22 2019 (2) 82:20;83:6 2020 (4) 41:21;44:18; 68:12;79:20 21 (3) 57:10;83:23; 88:22 22 (2) 34:1;36:10 23 (2) 86:7;91:5 25 (1) 41:21 26 (2) 62:23;63:7 27 (2) 39:11;65:21 28 (2) 53:9,21	5 5:00 (1) 71:8 6 6 (6) 42:11;74:3,4; 75:3;86:19;90:15 6:59 (1) 31:3 6th (1) 90:19 7 7 (3) 36:24;37:1;46:6 8 8 (27) 8:8,20,24;9:15, 23;10:12;11:12,19; 17:25;18:7,10,12; 19:2;20:20,24;21:2,6; 22:21;23:14;28:25; 29:2,4;31:24;47:17; 75:4,23;83:13 8/31/2020 (1) 69:16 9 9 (16) 14:20,24; 26:16;28:23;29:15; 31:2,20;37:2;40:2; 57:16,23;58:1,22; 62:16;82:20;83:6
V vacuum (1) 38:6 vaguely (3) 26:7;42:2; 75:8 various (4) 7:9;46:9; 55:1;68:13 Ventura (1) 29:9 verify (1) 96:4 version (1) 85:2 versus (5) 66:15;77:6; 80:24;82:8;86:4 vice (7) 7:6,9;33:18; 44:13;51:13;65:12; 85:14 view (1) 61:20	W wage (1) 90:9 warrant (1) 18:15 way (6) 15:20;25:24; 43:21;82:4;93:9,10 website (4) 21:10,14, 21;22:15 weeks (2) 8:11,21 whatnot (2) 36:17; 38:3 what's (26) 8:1;14:10, 13;18:24;25:9;28:19; 30:24;38:2;39:9; 41:16;45:24;48:17; 56:8;57:6;58:18; 63:15;65:18;66:19; 67:23;77:12,22; 86:16,18;89:6,21; 91:10 whatsoever (1) 94:13 Whereupon (3) 48:15; 95:20;96:19 Whichever (1) 33:19 white (2) 35:10,13 William (3) 71:2;74:5; 75:4 Williams (5) 24:11; 25:1,5;85:8;86:3 Williams' (1) 85:12 wishes (1) 71:19 without (9) 63:22; 67:6;68:10;69:9,11; 70:10,17,19;94:13 witness (7) 4:2,12; 47:24;48:8,11;95:19; 96:14 women (1) 35:7 wonder (1) 84:4 wondering (1) 25:12 word (1) 84:3 wording (2) 43:1,5 words (2) 43:1;96:5 work (10) 16:3,16; 35:6;41:25;43:22; 51:24;62:6;72:25; 73:4,9	Y year (25) 13:24;66:1, 7,13,15,15,16;77:5, 15,16;80:24,24;81:4, 7,16,18,24;82:8,23, 23;83:5;86:4;90:6,10, 13 years (20) 6:25;7:1; 13:24;66:13;69:17, 20;77:6,15,15,16,16, 17,18,20,20;81:2,9, 20;82:8;86:5 Yep (1) 79:9 York (7) 4:10,10,16; 16:23;17:16;41:19,23 Young (6) 4:8;46:2; 57:9;88:21,22;89:7 Z Zwicklbauer (1) 68:1 1 1 (2) 25:9;50:21 10 (22) 6:9;14:7,15; 15:6,17;38:7,8;59:19, 23;60:4,16;61:1,7; 62:12,13;64:25;65:2; 68:11;82:14,20;83:5; 91:21 100 (1) 53:3 10th (2) 64:24;82:17 11/10/2017 (1) 69:15 12:45 (1) 96:20 13 (2) 55:14,17 14 (6) 24:12;25:1; 46:3;55:11;74:7; 75:25 15 (1) 38:10 16 (3) 46:4;78:15; 92:6 18 (1) 46:4 18-013 (1) 48:20 2 2 (10) 49:11;71:2,6,8, 23;72:15;73:1,4,9,24 2/9 (2) 22:22;23:17 2014 (4) 78:15;79:19;	3 3 (2) 64:3,19 30-second (1) 47:25 31 (1) 68:12 32.3 (1) 59:21 4 4 (7) 55:23;68:1,2; 70:15;89:22;90:14; 91:4 4/28/2018 (2) 66:22; 67:1 4/3/2018 (2) 63:17; 64:11 45 (1) 47:25	